

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and
all others similarly situated,



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Plaintiff(s)

Case No AD 2023-10076

vs

NEXTIER BANK, N.A.

Defendant(s)

I. Notice

You are hereby notified that the attached matter will be :

☒ Filed on JUNE 12, 2025

☐ Presented to Assigned Judge _____ on _____ at _____ m.

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Judge Assignment.

☒ S Michael Yeager (Courtroom 3) ☐ Kelley T.D Streib (Courtroom 4)

☐ William R. Shaffer (Courtroom 6)

☐ Other _____

Adverse Party position: ☐ Opposes ☐ Consents ☒ Unopposed ☐ Unknown

I certify all the above statements are true and correct.

6/12/2025

Date

Signature
Ken Grunfeld, Esq

Counsel for: Plaintiff

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NEXTIER BANK, N A.,

Defendant.

Civil Division

Case No. AD-2023-10076

Hon. Dr. S Michael Yeager

**PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF THE CLASS
ACTION SETTLEMENT AND CERTIFICATION OF THE SETTLEMENT CLASS
AND BRIEF IN SUPPORT THEREOF**

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Pursuant to Rules 1702, 1708, 1709, 1710, 1712, and 1714 of the Pennsylvania Rules of Civil Procedure, Plaintiff Diana Heuser respectfully submits this Unopposed Motion and supporting brief for Final Approval of the Class Action Settlement, and For Award of Attorneys' Fees and Expenses and For Service Award

I. INTRODUCTION

Plaintiff respectfully moves for Final Approval of the Settlement Agreement and Release ("Settlement Agreement," attached to Plaintiff's Preliminary Approval Motion as Exhibit A),¹ which will resolve Plaintiff's and the Settlement Class's claims against Defendant, NexTier Bank, N A ("NexTier"), in the above-captioned action. The Court should grant final approval because the \$165,000.00 settlement provides substantial monetary relief to the Class.

Consistent with this Court's preliminary approval order, the Parties have disseminated Notice to the Class. The deadline to opt-out of, or object to, the Settlement passed on May 19, 2025. To date, no Settlement Class Member has objected to the Settlement and no Settlement Class Member has opted-out of the Settlement.

The Settlement readily satisfies the criteria for final approval under applicable law. Indeed, the Settlement achieves a strong result for the Settlement Class Members, particularly given the numerous challenges and risks of continued litigation. Importantly, Settlement Class Members will automatically receive – without having to submit claims – their *pro rata* share of the Net Settlement Fund, with each Settlement Class Member's share calculated based on a complete calculation of how much each individual Settlement Class Member was allegedly harmed by NexTier's practices. The total settlement amount represents a significant portion of the Class's best-case alleged damages. Given this strong result, the positive reaction of the Settlement Class Members and the

¹ Capitalized terms not defined herein shall have the meanings as those set forth in the Settlement Agreement.

risks of continued litigation, final approval of the settlement should be granted. See Declaration of Sophia G. Gold ("Gold Decl.") ¶ 2 (filed concurrently herewith)

Additionally, Class Counsel's Motion for Attorneys' Fees and Expenses and for a service award should be granted. Class Counsel is moving this Court for an award from the Settlement Fund of attorneys' fees in the amount of \$55,000.00, which represents one-third of the Settlement Fund provided by the settlement. The fee request is reasonable and appropriate under applicable law and the circumstances of this case. *Id.*, ¶ 3.

Moreover, this case was hard fought and included substantial risk to Class Counsel, who agreed to litigate the cases on a pure contingency basis with no guarantee of ever being paid for their time or reimbursed for costs advanced on behalf of the Settlement Class. From the outset this case involved complex legal issues. As a result, Class Counsel expended a significant amount of time and effort on this matter. Class Counsel's time and activities included:

- conducting an extensive investigation into NexTier's overdraft practices;
- drafting and filing the class action complaint,
- analysis of the merits of NexTier's preliminary objections;
- seeking informal discovery;
- analyzing data to derive a potential damages model;
- negotiating the settlement; and
- implementing the notice program.

Id., ¶ 4

These efforts were time-consuming and required sophisticated legal acumen and experience. For these reasons, Class Counsel's request for attorneys' fees is warranted. In addition, Class Counsel seeks reimbursement from the Settlement Fund of their out-of-pocket

expenses, which amounts to \$3,141.17, most of which were for expert and court costs. *Id.*, ¶ 23. These expenses were reasonably incurred and necessary for the prosecution and settlement of the case, as explained in more detail herein.

Finally, Class Counsel asks the Court to award Plaintiff a service award, in the amount of \$2,500 to compensate her for her contributions to the litigation and her commitment and work on behalf of the Class. *Id.*, ¶ 24.

As explained below, the amounts requested here are reasonable and appropriate and should be awarded under Rules 1702, 1708, 1709, 1710, 1712, 1714, and 1717 of the Pennsylvania Rules of Civil Procedure

II. STATEMENT OF FACTS

This settlement concerns NexTier's practice of charging multiple nonsufficient funds fees ("Retry NSF Fees") on the same item or transaction. Class Counsel spent many hours investigating the claims of several potential plaintiffs against NexTier. Gold Decl. ¶ 5. Class Counsel interviewed a number of potential plaintiffs to gather information about NexTier's conduct and its impact upon consumers. *Id.* Counsel also examined the account holder agreements and consulted with experts in the banking industry. *Id.* This information was essential to Class Counsel's ability to understand the nature of NexTier's conduct, the language of the Account agreements at issue and potential relief and remedies. *Id.*

On February 1, 2023, Plaintiff filed her Complaint wherein she asserted claims for breach of contract, including breach of the covenant of good faith and fair dealing, unjust enrichment and violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1 through 201-9.2, regarding NexTier's alleged assessment or disclosure of: (1) multiple NSF fees on the alleged same item, (2) overdraft fees on authorized on positive or sufficient funds and settled on negative funds transactions ("APSN transactions"); and (3) foreign transaction fees on

transactions made while the customer was located in the United States of America ("United States").

On April 10, 2023, NexTier filed Preliminary Objections seeking the dismissal of Plaintiff's Complaint in its entirety with prejudice for failure to state any claim upon which relief may be granted (the "Preliminary Objections").

During the pendency of the Preliminary Objections and in the interest of resolving disputes, NexTier provided Plaintiff's counsel with information, among other things, relating to the total amounts of overdraft and NSF fees charged by NexTier on consumer and business deposit accounts annually from January 1, 2017, through December, 2022, inclusive, and the total amount of foreign transaction fees charged by NexTier annually for the same period of time.

On June 29, 2023, the Parties stipulated to the Plaintiff's discontinuance of all claims in the Complaint related to or arising out of APSN transactions, without prejudice, based on NexTier's Affidavit confirming that NexTier's core banking systems have been set up since 2014 so that overdraft and NSF fees were not assessed in connection with APSN transactions to any of its customers, including Plaintiff. Prior to Settlement, Class Counsel used data regarding NexTier's Retry NSF Fee revenue to analyze the range of alleged damages at issue in this case, comparing Retry NSF Fees actually charged to the NSF Fees that would have been charged had NexTier not employed the challenged Retry NSF Fee policy. Gold Decl ¶ 6.

Thereafter, the Parties reached an agreement to settle all claims of Plaintiff and the Settlement Class Members, subject to negotiation and execution of the Settlement Agreement and subject to Approval by the Court. *Id.* ¶ 7. Plaintiff intends to discontinue with prejudice her individual claim and any alleged class claims without prejudice arising from any alleged foreign transaction fees on transactions made while she was located in the United States. Settlement Agreement, Recital ¶ G. In May and June of 2024, the Parties signed the Settlement Agreement

before the Court.

A. Summary of the Settlement Terms

The Settlement Agreement was attached as Exhibit A to Plaintiff's Motion for Preliminary Settlement Approval. The key terms of the agreement are set forth below

1. The Class

The Class is defined as

Any Person who is a deposit account customer of Defendant NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017 and December 31, 2022, inclusive, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class shall include both consumer and business customers. The Settlement Class shall not include any Person who held a deposit account with Mars Bank on February 16, 2024

Settlement Agreement ¶ 1(aa).

2. Relief for the benefit of the class

The Settlement consideration consists of \$165,000.00. The Settlement Fund shall be used to pay: (1) any and all attorneys' fees and costs awarded by the Court; (2) any service payment awarded to the Named Plaintiff; and (3) any and all distributions to Settlement Class Members. Settlement Agreement ¶¶ 1(cc), 7, 10(a).

3. Class release

In exchange for the benefits conferred by the Settlement, all Settlement Class Members will be deemed to have released NexTier from claims relating to the subject matter of the Action. Settlement Agreement ¶ 14.

4. The Notice Program

Notice was distributed to all Settlement Class Members by United States mail. The Notice Program is described in detail in the Settlement Agreement ¶ 4

5. Attorneys' Fees and Costs

Class Counsel requests attorneys' fees of up to thirty-three percent (33 1/3%) of the value of the Settlement, as well as reimbursement of costs and expenses incurred in connection with the Action Settlement Agreement ¶ 7(e)(i).

6. Class Representative's Service Awards

Class Counsel also seeks a Service Award of up to \$2,500 for Plaintiff. Settlement Agreement ¶ 7(e)(ii). If approved by the Court at the time of Final Approval, the Service Award will be paid from the Settlement Fund and will be in addition to the Settlement Class Member payments the Plaintiff will be entitled to under the terms of the Settlement *Id.*

III. NOTICE TO THE CLASS WAS PROVIDED AS ORDERED BY THE COURT, RESULTING IN NO OBJECTIONS NO OPT-OUTS TO DATE

Pennsylvania Rule 1712 of Civil Procedure sets forth that "[t]he court may require individual notice to be given by personal service or by mail to all members who can be identified with reasonable effort." The Notice Program satisfied these requirements Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program ("Admin Decl., ¶ 17)

The Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members with individual notice via United States Postal Service ("USPS") first-class mail to identified Settlement Class Members. *Id.*, ¶ 18. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 88% of the identified Settlement Class *Id.* The reach was further enhanced by a settlement website *Id.* The reach of the Notice Program was consistent with other court-approved notice programs and satisfied the requirements of due process, including its "desire to actually inform" requirement.

*Id.*² The deadline to opt-out or object to the Settlement was May 19, 2025. *Id.*, ¶ 30 As of June 2, 2025, Epiq has not received any requests for exclusion. *Id.* As of June 2, 2025, Epiq is aware of no objections to the Settlement. *Id.*

IV. LEGAL ARGUMENT

A. The Court Should Grant Final Approval Because The Settlement Was The Result Of An Arms-Length Negotiation Between Experienced Counsel, Represents A Strong Result For The Settlement Class Members, Avoids The Risks Of A Long And Complex Litigation, And Enjoys The Widespread Approval Of The Settlement Class Members.

Rule 1714 of the Pennsylvania Rules of Civil Procedure requires judicial approval after a hearing for the compromise of claims brought on a class basis. The Court's decision to approve a class settlement is discretionary. *Buchanan v Century Fed. Sav. & Loan Ass'n*, 393 A.2d 704, 709 (Pa. Super Ct 1978) (citing *Bryan v Pittsburgh Plate Glass Co*, 494 F.2d 799 (3d Cir 1974)). In exercising that discretion, courts are mindful of the public-policy principle that "settlements are favored in class action lawsuits." *Dauphin Deposit Bank & Trust Co v Hess*, 727 A.2d 1076, 1078 (Pa. 1999) Class settlements conserve "substantial judicial resources .. by avoiding formal litigation." *Krangel v Golden Rule Res., Inc.*, 194 F.R.D. 501, 504 (E.D. Pa. 2000) (quoting *In re Gen. Motors Corp. Pick-up Truck Fuel Tank Litig.*, 55 F.3d 768, 784 (3d Cir. 1995)). And "because of the uncertainties of outcome, difficulties of proof, and length of litigation, class action suits lend themselves readily to compromise." *Milkman v. Am. Travellers Life Ins. Co.*, 61 Pa. D. & C 4th 502, 514 (Pa. County Ct. 2002) (quoting Herbert B. Newberg & Alba Conte, *Newberg on Class Actions* § 11.41 (3d ed. 1992)).

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 . . .").

The Pennsylvania Supreme Court has held that the following seven factors should be considered when evaluating whether to grant final approval of a proposed class action settlement. (1) the risks of establishing liability and damages, (2) the range of reasonableness of the settlement in light of the best possible recovery, (3) the range of reasonableness of the settlement in light of all the attendant risks of litigation, (4) the complexity, expense and likely duration of the litigation, (5) the stage of the proceedings and the amount of discovery completed, (6) the recommendations of competent counsel, and (7) the reaction of the class to the settlement. *Buchanan*, 393 A.2d at 709. “In considering these factors, there is no exact calculus or formula for the court to use. ‘[i]n effect the court should conclude that the settlement secures an adequate advantage for the class in return for the surrender of litigation rights.’” *Milkman*, 61 Pa. D. & C.4th at 532 (quoting *Buchanan*, 393 A.2d at 709). Consideration of the relevant factors here demonstrates that the Settlement in this case is fair, reasonable, and adequate, and should be finally approved.

B. The Settlement Is The Product Of Arm’s-Length Negotiations Between Experienced Counsel

In negotiating this settlement, Class Counsel had the benefit of years of experience in negotiating settlements in several similar bank fee cases. Gold Decl., ¶ 8. As detailed above, Class Counsel conducted a thorough investigation and analysis of Plaintiff’s claims and engaged in informal and formal discovery with NexTier. *Id.*, ¶ 9. Counsel’s review of this discovery enabled them to conduct well-informed settlement negotiations. *Id.*, ¶ 10. Class Counsel were well-positioned, based on their experience and investigative efforts in this case, to evaluate the relative strengths and weaknesses of Plaintiff’s claims and NexTier’s defenses, and to compare the risks of further litigation to the benefits provided in the settlement. *Id.*, ¶ 11.

Additionally, NexTier provided Plaintiff with information regarding its Retry NSF Fee revenue that allowed the parties to negotiate a formal settlement agreement. *Id.*, ¶ 12.

These facts demonstrate that the settlement is the result of intensive, arm's length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues of this Lawsuit. Because "the settlement was arrived at by experienced, competent counsel after arm's-length negotiations" and is not the product of collusion, it should be approved. *Treasurer of Conn. v. Ballard, Spahr, Andrews & Ingersoll LLP*, 866 A.2d 479, 486 (Pa. Commw. Ct. 2005).

C. The Settlement Represents A Strong Result For The Settlement Class Members, Particularly Given The Risks And Delay Of Ongoing Litigation

Plaintiff and Class Counsel are confident in the strength of their case. Gold Decl., ¶ 13. Nonetheless, NexTier has asserted defenses that it believes could preclude recovery entirely. Plaintiff and Class Counsel are therefore mindful of the risks inherent in continued litigation and in their ability to establish class wide damages and liability. *Id.* As noted above, Plaintiff faced the risk that a jury would determine that NexTier did not breach its account agreement, and did not breach the covenant of good faith and fair dealing. *Id.* Moreover, protracted litigation carries inherent risks that would necessarily have delayed and endangered Settlement Class Members' monetary recovery. Even if Plaintiff did prevail at trial, recovery could be delayed for years by appeals. *Id.* Under the circumstances, Plaintiff and Class Counsel appropriately determined that the Settlement outweighs the gamble of continued litigation. *Id.*, ¶ 14.

The settlement should accordingly be approved because it provides substantial relief to Settlement Class Members without further delay and without exposing Plaintiff and absent Settlement Class Members to the risks associated with continued litigation. *Id.* The recovery of a significant portion of alleged damages, is excellent. *Id.* The Settlement is well within the range of reasonableness in light of all the attendant risks of litigation. *Id.*

The settlement also provides another important benefit that further litigation cannot provide – prompt relief. *Id.* Even if Plaintiff were to prevail at trial, and on an inevitable appeal, relief for the Settlement Class Members would be delayed significantly, likely by years. *Id.* The settlement provides substantial relief to Settlement Class Members without further delay and without exposing Plaintiff and Settlement Class Members to the risks associated with continued litigation. *Id.*

D. The Complexity And Expense Of Further Litigation Support The Reasonableness Of The Settlement

Where, as here, the parties to a class action reach a settlement regarding “a vigorously disputed matter, the Court need not inquire as to whether the best possible recovery has been achieved but whether, in view of the stage of the proceedings, complexity, expense and likely duration of further litigation, as well as the risks of litigation, the settlement is reasonable.” *Wilson v. State Farm Mut. Auto. Ins. Co.*, 517 A.2d 944, 948 (Pa. 1986) (internal quotation omitted); see also *Gregg v. Independence Blue Cross*, 2004 Phila. Ct. Com. Pl. LEXIS 3 (Pa. C.P. 2004) (holding that “[t]he complex nature, the high expense and the likelihood of years’ passing without final resolution weigh in favor of settlement”).

This case presents complexities not at issue in other cases. Gold Decl., § 15. Establishing liability and damages at trial would require expert testimony. *Id.* In addition, NexTier has presented, and would continue to present, defenses it believes could bar recovery, thereby increasing Plaintiff’s expenses. *Id.* Further, the traditional means for handling claims like those at issue here would tax the court system, require a massive expenditure of public and private resources, and, given the relatively small value of the claims of the individual class members, would be impracticable. *Id.* This litigation would take several more years before there is a final

resolution. *Id.* Thus, the proposed settlement is the best vehicle for Settlement Class Members to receive relief in a prompt and efficient manner. *Id.*

E. The Stage Of The Proceedings Weighs In Favor Of Approving The Settlement

Class Counsel's extensive experience in similar bank fee cases allowed them to quickly and efficiently seek the essential information needed to evaluate the strengths and weaknesses of the claims through informal discovery. Gold Decl., ¶ 16. This information ensured that Plaintiff and her counsel had the information necessary to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation. *Id.* Therefore, it is "particularly appropriate to settle[]" because there has been "sufficient discovery to put parties on firm notice of strengths and weaknesses of case," even though the "bulk of litigation discovery has [not yet] been taken." See *Klingensmith v. Max & Erma's Rests., Inc.*, 2007 WL 3118505, at *4 (W.D. Pa. Oct. 23, 2007).

F. The Settlement Is Recommended By Experienced And Capable Counsel

Class Counsel and Plaintiff strongly endorse this settlement.³ Class Counsel are competent and experienced in class action litigation (particularly in similar bank fee cases), and Class Counsel's assessment in this regard is entitled to considerable deference. See *Callahan v Commonwealth Land Title Ins. Co.*, 1990 WL 168273, at *16 (E.D. Pa. Oct. 29, 1990) ("[a] court should refrain from merely substituting its own judgment of the merits of a settlement for that of counsel intimately associated with the litigation and consequently far more able to weigh its relative strengths and weaknesses"), *Daniel B. v O'Bannon*, 633 F. Supp. 919, 926 (E.D. Pa. 1986) ("the professional judgment of counsel involved in the litigation is entitled to significant weight").

G. The Positive Reaction Of The Class Weighs In Favor Of Final Approval

³ See Gold Decl., ¶¶ 9-10.

The reaction of the Settlement Class has been overwhelmingly positive thus far. To date, none of the 2,698 Settlement Class Members have requested to be excluded from the Settlement Class and not one single objection has been submitted. The very positive reaction of the class further supports final approval of the Settlement. *Buchanan*, 393 A.2d at 709.

H. Class Counsel's Fee Request Should Be Approved Because Counsel Expended A Great Deal Of Time And Effort Litigating, On A Contingent Fee Basis, A Complex Case And Achieved A Favorable Result For The Class

Class Counsel is moving this Court for an award of attorneys' fees in the amount of \$55,000, which represents one-third of the Settlement Fund created by the Settlement. Gold Decl., ¶ 17. Pennsylvania Rule of Civil Procedure 1717 sets forth five factors that the Court should consider in determining the reasonableness of an attorneys' fees award. (1) the time and effort reasonably expended by the attorney in the litigation; (2) the quality of the services rendered; (3) the results achieved and benefits conferred upon the class or upon the public; (4) the magnitude, complexity and uniqueness of the litigation, and (5) whether the receipt of a fee was contingent on success. *See* Pa. R. Civ. P. No. 1717. These factors weigh heavily in favor of granting Class Counsel's motion for attorneys' fees.

1. Counsel expended a great deal of time and effort on this matter.

At the outset, counsel for the class conducted a thorough investigation into the factual circumstances of the case. Additionally, Class Counsel was required to research complex issues of law. Gold Decl., ¶ 21. Class Counsel also spent a great deal of time reviewing and analyzing data produced by NexTier through informal discovery. *Id.*, ¶ 22.

In advance of settlement discussions, NexTier provided data regarding the fees challenged in this Lawsuit, as well as detailed information regarding its disclosures in effect during the class period. *Id.*, ¶ 23. Class Counsel and spent a great deal of time reviewing and evaluating this

information. *Id.*, ¶ 24. Given the substantial time and effort that Class Counsel expended in this case, the requested attorneys' fee award of \$55,000⁴ is reasonable.

2. The quality of services rendered warrant approval of the attorneys' fee request.

Based on their years of experience in litigating similar financial services class action litigation, Class Counsel had a substantial understanding of the issues presented in this case and were able to obtain a settlement that provides an outstanding result for the Settlement Class Members. Gold Decl., ¶ 17. The settlement here is the direct product of the skill and hard work brought to bear by Class Counsel at every stage of the proceedings. *Id.* Class Counsel's exemplary prosecution of this class action weighs strongly in favor of the proposed fee award. *Id.*

Class Counsel's task was made all the more challenging by the fact that NexTier was represented throughout by very skilled opposing counsel and the fact that the bank had significant resources to enable them to litigate the case vigorously. *Id.* Courts have repeatedly recognized that the caliber of the opposition faced by the plaintiffs' counsel should be taken into consideration in assessing the quality of the performance of the plaintiff's counsel; and in this case, it supports approval of the requested fee. *See, e.g., In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) (reasonableness of fee was supported by fact that defendants "were represented by first-rate attorneys who vigorously contested Lead Plaintiffs' claims and allegations").

3. The results achieved weigh in favor of granting the attorneys' fee request.

Class Counsel achieved an exceptional result in this case. NexTier strongly denied liability and challenged Plaintiff's ability to certify the class. Gold Decl., ¶ 18. Continued litigation of this lawsuit presented Plaintiffs with substantial legal risks of certifying the class, proving liability and

⁴ The aggregate lodestar exceeds the amount of fees currently being sought by Class Counsel. Gold Decl., ¶¶ 33-36.

defeating any appeals relating to liability, damages or class certification. *Id.* The over \$165,000 value of the Settlement is an excellent recovery for the Settlement Class Members. *Id.*

Further, class members do not have to do anything at all to receive the Settlement benefits. Gold Decl., ¶ 19 Settlement Class Members will automatically receive their *pro rata* share of the Net Settlement Fund based on a thorough calculation of how much each individual Settlement Class Member was allegedly harmed by NextTier's fee practice. *Id.* In sum, the settlement will benefit a large class of individuals and represents a very positive result. Therefore, this factor weighs in favor of granting Class Counsel's fee request.

4. The magnitude, complexity and uniqueness of the litigation further supports Class Counsel's fee request.

This case involved complex factual and legal issues, further supporting Class Counsel's fee request. Gold Decl., ¶ 25. Even more than in a typical class action, which always involves complex issues and challenges, this case presented additional complexities. *Id.* Class Counsel was required to overcome numerous substantive arguments raised by NextTier. *Id.* Class Counsel brought to bear their experience and skill in negotiating a strong settlement for the Settlement Class Members. *Id.*

5. The contingent nature of the fee also weighs in favor of granting Class Counsel's attorneys' fee request.

From the outset of the case to the present, prosecution of this action has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. Gold Decl., ¶ 26. In bringing this action, Class Counsel faced several risks: the risk of not obtaining class certification (or having the class subsequently decertified), the risk of not prevailing on the merits; and the risk of not establishing damages on behalf of the Settlement Class. *Id.* Class Counsel incurred substantial risk that they would never

be paid for their time or reimbursed for the costs they advanced for the Settlement Class. *Id.* This financial risk further justifies granting Class Counsel's fee request. *Id.*

6. Class Counsel's fee request is in line with attorneys' fee awards that have been made in similar cases.

Finally, the fee requested here, which represents one-third of the Settlement Fund, is well within the range generally approved in similar class actions. Pennsylvania courts have "observed that fee awards [typically] range between nineteen and forty-five percent of the common fund." *See In re Corel Corp. Inc. Securities Litigation*, 293 F. Supp. 2d 484 (E.D. Pa. 2003) (approving attorneys' fee award of 33.3%); *see also In re Sterling Sec. Class Action*, 2009 U.S. Dist. LEXIS 83224, at *8 (E.D. Pa. Sept. 10, 2009); *In re Ikon Office Solutions, Inc. Sec. Litig.*, 194 F.R.D. 166 (E.D. Pa. 2000).

The fee requested here is also in line with the fees awarded in other bank fee class actions throughout the country, including in the Somerset County Court of Common Pleas and the Western District of Pennsylvania

<u>Overdraft Fee Case Name</u>	<u>Percentage of the Fund Awarded</u>
<i>White v. Members 1st Federal Credit Union</i> , Case No. 1:19-cv-00556-JEJ (W.D. Pa.)	33.33% of \$910,000
<i>Suffecool v. Somerset Trust Company</i> , Case No. 84 Civil 2022 (Ct. Common Pleas, Somerset Cnty.), Ex. A, p. 5.	33.33% of \$262,290
<i>Lopez v. JPMorgan Chase Bank, N.A.</i> , No. 1:09-MD-02036-JLK (S.D. Fla.)	44% of value of settlement, which includes 30% of \$110 million cash fund and 30% of value of practice changes
<i>Jacobs v. Huntington Bancshares Inc.</i> No. 11-cv-000090 (Lake County Ohio)	40% of value of settlement, which includes 40% of \$8.975 million and 40% of \$7 Million in debt forgiveness
<i>Farrell v. Bank of Am., N.A.</i> , 327 F.R.D. 422 (S.D. Cal. 2018), <i>aff'd sub nom. Farrell v. Bank of Am. Corp., N.A.</i> , 827 F. App'x 628 (9th Cir. 2020)	40% of \$37.5 million common fund

<i>Wolfgeher v Commerce Bank, N A</i> , No. 1:09-MD-02036-JLK (S.D Fla) (Dkt 3574)	38% of \$18.3 million common fund
<i>Nelson v Rabobank, N A.</i> , No RIC 1101391 (Cal. Supr.)	35.2% (\$750k fee includes % of practice changes)
<i>In re Checking Account Overdraft Litig.</i> , No. 1:09-MD-02036-JLK, 2020 WL 4586398 (S.D. Fla Aug. 10, 2020)	35% of \$7.5 million
<i>Molina v Intrust Bank, N A.</i> , No. 10-CV-3686 (Dist Ct. Ks)	33% of \$2.7 million
<i>Hawkins et al v First Tenn Bank, N A</i> (Cir. Ct Tenn.)	35% of \$16.75 million
<i>Swift v BancorpSouth</i> , No. 1:10-cv-00090-GRJ (N.D. Fla)	35% of \$24 million
<i>Casto v City National Bank, N A</i> , No. 10-C-1089 (Cir. Ct. W Va)	33.33% of \$3 million
<i>Schulte v. Fifth Third Bank</i> , No. 09-cv-6655 (N.D. Ill.)	33.33% of \$9.5 million
<i>Johnson v Community Bank, N A</i> , No. 12-cv-01405-RDM (M D Pa.)	33.33% of \$2.5 million
<i>Bodnar v Bank of America</i> , No 5:14-cv-03224-EGS (E.D Pa.)	33.33% of \$27 million
<i>Holt v Community America Credit Union</i> , No. 4:19-CV-00629-FJG (W.D Mo.)	33.33% of \$3.078 million
<i>Figueroa v. Capital One</i> , Case No. 3:18-cv-00692-JM-BGS (S D Cal)	33.33% of \$13 million
<i>Liggio v Apple Federal Credit Union</i> , No 1:18-cv-01059-LO-MSN (E.D. Va.)	33.33% of \$2.7 million

Additionally, a number of courts within the Third Circuit have awarded fees in the same range. See, e.g., *In re Merck & Co , Inc. Vytarin ERISA Litig.*, No. 08-CV-285 (DMC), 2010 WL 547613 (D.N.J. Feb. 9, 2010) (awarding 33 1/3%); *Milliron v T-Mobile USA, Inc* , No. 08-4149 (JLL), 2009 WL 3345762 (D.N.J. Sept 10, 2009) (awarding 33 1/3%); *In re EquiMed, Inc Sec Litig* , No. 98-CV-5374 (NS), 2003 WL 735099 (E.D. Pa. Mar. 3, 2003) (awarding 33 1/3%); *Cullen v Whitman Medical Corp.*, 197 F.R.D 136 (E.D. Pa.) (awarding 33 1/3%); *In re Gen Instrument Sec. Litig* , 209 F Supp. 2d 423 (E D. Pa. 2001) (awarding 33 1/3%); *In re Safety Components, Inc Securities Litigation*, 166 F Supp. 2d 72 (D.N.J 2001) (awarding 33 1/3%), *In*

re AramisSoft Corp. Sec. Litig., 210 F.R.D. 109 (D.N.J. 2002) (awarding 33 1/3%). Accordingly, the requested 33 1/3% of the Settlement Fund is reasonable and should be awarded here.

V. CLASS COUNSEL AND THE SETTLEMENT ADMINISTRATOR ARE ENTITLED TO REIMBURSEMENT OF THEIR COSTS

In prosecuting and resolving this case on behalf of the Settlement Class, Class Counsel has incurred out-of-pocket costs of \$3,141.17, most of which were for court costs. Gold Decl., ¶ 27. The Settlement Administrator estimates its costs to be \$42,500, which includes costs for including notice charges, postage fees for initial mailing, re-mailing, and charges for setting up the static website. Admin Decl., ¶ 34. These costs are reasonable and were advanced by Class Counsel for the benefit of the Settlement Class, and they should be reimbursed.

VI. THE COURT SHOULD AWARD A SERVICE AWARD TO THE PLAINTIFF

Class representative service awards, also called incentive awards, are common in class actions. *See In re Bridgeport Fire Litig.*, 5 A.3d 1250, 1257-58 (Pa. Super. Ct. 2010). The purpose of such awards is to compensate class representatives “for the additional risk and inconvenience [class representatives] take in joining the lawsuit as named parties.” *In re Chambers Dev. Secs. Litig.*, 912 F. Supp. 852, 868 (W.D. Pa. 1995). In determining whether to grant service awards, courts have commonly relied on five factors: (1) the risk to the class representative in commencing suit, both financial and otherwise; (2) the notoriety and personal difficulties encountered by the class representative; (3) the amount of time and effort spent by the class representative; (4) the duration of the litigation; and (5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. *In re Bridgeport Fire Litig.*, 5 A.3d at 1258.

Application of these factors here demonstrates that the requested \$2,500 service award is warranted. Plaintiff risked her reputation and was exposed to potential liability for counterclaims. Gold Decl., ¶ 39. Plaintiff assisted Class Counsel in prosecuting this case, including providing

factual background, reviewing pleadings and discovery, reviewing the settlement; discussing the settlement terms with Class Counsel, and communicating with Class Counsel to remain informed of the progress of the case. *Id.* Plaintiff's efforts and involvement have benefitted the class as a whole. *Id.*, ¶ 40.


VII. CONCLUSION

This class action was a hard-fought, complex litigation that culminated in a very favorable result for a large class of individuals. The Settlement was the result of an arms-length negotiation between highly skilled and experienced counsel. Further, it has enjoyed widespread approval from the Settlement Class Members. Plaintiff's Counsel expended a great deal of time and resources litigating this case. And by taking the case on a contingent basis, counsel risked a financial loss by prosecuting this matter. Moreover, Ms. Heuser, the named plaintiff, spent significant time and efforts assisting counsel in litigating the case. Thanks in part to her efforts, Settlement Class Members will be compensated from the Settlement Fund.

Therefore, the Court should grant the pending Motion for Final Approval and for an Award of Attorneys' Fees and Expenses and a Service Award to Ms. Heuser should be granted.

Respectfully submitted,

BY: **KOPELOWITZ OSTROW FERGUSON
WEISELBERG GILBERT**


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Attorneys for Plaintiff

EXHIBIT A

IN THE COURT OF COMMON PLEAS
OF SOMERSET COUNTY, PENNSYLVANIA

PATRICIA SUFFECOOL, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

SOMERSET TRUST COMPANY,

Defendant.

CIVIL DIVISION

No. 84 Civil 2022

CLASS ACTION

2023 NOV 14 A 11:08

FILED FOR RECORD

Reed

**PLAINTIFF'S UNOPPOSED MOTION AND MEMORANDUM OF LAW FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT, AND FOR AWARD OF
ATTORNEYS' FEES AND EXPENSES AND FOR SERVICE AWARD**

[Proposed] ORDER

The Court has reviewed Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and for Award of Attorneys' Fees and Expenses and for Service Award. For good cause shown, **IT IS ORDERED**:

1. This Final Order incorporates and makes a part hereof, the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Approval Order and the accompanying Final Judgment.

2. The Court has jurisdiction over this above-captioned case, and all Parties in the above-captioned Lawsuit, including but not limited to, all Class Members, for all matters relating to this Lawsuit and the Settlement Agreement, including, without limitation, the administration, interpretation, effectuation and/or enforcement of the Settlement Agreement, this Final Approval Order, or the Final Judgment.

I. The Settlement Class

3. In the Preliminary Approval Order, the Court preliminarily certified the following Settlement Class.

**Consumer customers of Defendant who were charged Retry
NSF Fees between February 4, 2018 and November 4, 2022.**

4 The Settlement Class is hereby certified pursuant to Pennsylvania Rules of Civil Procedure 1702, 1708, 1709, and 1710.

5. The Court preliminarily determined that Plaintiff Patricia Suffecool met the typicality and adequacy requirements of Pennsylvania Rules of Civil Procedure 1704 and 1709, thus qualifying her to serve as class representative of the Settlement Class. The Court hereby finally approves that appointment.

6. The Court also preliminarily determined that the following counsel for the Settlement Class met the competency requirement of Pennsylvania Rule of Civil Procedure 1709, thus qualifying them to serve as Class Counsel, and hereby finally approves the appointment of the following counsel as Class Counsel:

Kenneth J. Grunfeld
PA Attorney ID 84121
grunfeld@kolawyers.com
**KOPELOWITZ OSTROW
FERGUSON WEISELBERG GILBERT**
65 Overhill Road
Bala Cynwyd, Pennsylvania 19004
Telephone: 215-967-8799
Facsimile: 954-525-4300

Jeffrey D. Kalief
Sophia Goren Gold
KALIELGOLD PLLC
1100 15th St., NW, 4th Floor
Washington, D.C. 20005
(202) 350-4783
jkaliel@kaliepllc.com

For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Class Counsel and have fairly and adequately represented the interests of the Class for settlement purposes.

II. Class Notice

7. The record shows, and the Court finds, that 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 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 Lawsuit, 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 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, Pennsylvania Rule of Civil Procedure 1712 and the due process requirements of the United States Constitution.

8. Due and adequate Notice of the Final Approval Hearing having been given to the Class and a full opportunity having been offered to Class Members to participate in the Final Approval Hearing and considering that there are no opt-outs, it is hereby determined that all Class Members are bound by this Final Approval Order and the Final Judgment.

III. Final Approval of the Settlement Agreement

9 Pursuant to Pennsylvania law, the Court finds that the Settlement is fair, reasonable and adequate, and in the best interest of the Settlement Class, as well as within a range that a responsible and experienced attorney could accept considering all the relevant risks and factors and the relative merit of Plaintiffs' claims and Somerset's defenses.

10. The Court finds that the settlement is fair, reasonable and adequate in light of the following factors:

- (a) the settlement consideration consists of two main components: (a) \$262,290.00 Settlement Fund to be distributed to Class Members, including Notice to the Class and administration of the Settlement, including the fees and expenses of the Settlement Administrator and the Notice Administrator, and (b) Defendant's modification of its overdraft program such that Retry NSF Fees are no longer charged to its consumer customers
- (b) the settlement was reached in the absence of collusion. It was the product of informed, good-faith, arms' length negotiations between the Parties and their capable and experienced counsel,
- (c) the case was complex, expensive and time consuming and would have continued to be so through trial if the case had not settled;
- (d) the Settlement Class would have faced numerous and substantial risks in establishing liability and/or damages if they decided to continue litigation rather than settle; and
- (e) the settlement amount is well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued.

IV. Dismissal of Claims, Release, and Injunction

11. This Lawsuit is hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement.

12. The Court approves the parties' plan to distribute the Settlement Fund as set forth in the Settlement Agreement.

13. Named Plaintiff and the Class Members hereby release and forever discharge Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Defendant Releasees") from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, which Named Plaintiff and the Class Members now have, own or hold against any of the Defendant Releasees that arise out of and/or relate to the facts and claims alleged in the Complaint and the Lawsuit, including but not limited to any claims relating to Retry NSF Fees..

V. Payment of Attorney Fees and Costs

14. The Court approves Class Counsel's request for attorneys' fees in the amount of \$87,421.25, which represents one-third of the Settlement Fund, exclusive of the substantial value of the practice changes provided by the settlement. The Court finds that this amount is reasonable and appropriate under applicable law and the circumstances of this case.

15. The Court further approves Class Counsel's request for reimbursement from the Settlement Fund of their out-of-pocket expenses, which amounts to \$603.73. The court finds that

these expenses were reasonably incurred and necessary to the prosecution and settlement of the case

16 The Court further approves Class Counsel's request for reimbursement from the Settlement Fund of the Settlement Administrator's costs, which are estimated to be \$43,355.17. The court finds that these expenses were reasonably incurred and necessary to the administration of the settlement of the case.

VI. Class Representative Service Award

17. The Court hereby approves Class Counsel's request of a service award of \$3,000.00 for the Class Representative, Patricia Suffecool, to be paid from the Settlement Fund.

18 This service award is warranted to compensate the Plaintiff for her contributions to the litigation and her commitment and work on behalf of the Class

VII. Other Provisions

19. The Court has jurisdiction to enter this Final Approval Order and the accompanying Final Judgment. Without in any way affecting the finality of this Final Approval Order or the Final Judgment, this Court expressly retains jurisdiction over the Defendant and each Class Member regarding the implementation, enforcement, and performance of the Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Settlement Administrator.

20 The Parties are hereby directed to implement and consummate the settlement, as set forth in the terms and provisions of the Settlement Agreement

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

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

DONE AND ORDERED, this _____ day of _____, 2023.

Judge _____

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NEXTIER BANK, N.A.,

Defendant.

Civil Division

Case No AD-2023-10076

Hon. Dr S. Michael Yeager

**DECLARATION OF SOPHIA G. GOLD IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL
OF THE CLASS ACTION SETTLEMENT AND CERTIFICATION OF THE
SETTLEMENT CLASS AND BRIEF IN SUPPORT THEREOF**

I, Sophia G. Gold, certify and state that:

1. I am counsel of record for Plaintiff and the proposed Class in the above captioned matter. I submit this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and Certification of the Settlement Class. Unless otherwise noted, I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so.

2. The Settlement readily satisfies the criteria for final approval under applicable law. Indeed, the Settlement achieves a strong result for the Settlement Class Members, particularly given the numerous challenges and risks of continued litigation. Importantly, class members will automatically receive – without having to submit claims – their *pro rata* share of the Net Settlement Fund, with each Class Member's share calculated based on a complete calculation of how much each individual Settlement Class Member was allegedly harmed by Defendant, NexTier Bank, N.A.'s "NexTier") practices. The total settlement amount represents a significant portion of the

Class's best-case alleged damages. Given this strong result, the positive reaction of the class members and the risks of continued litigation, final approval of the settlement should be granted.

3. Additionally, Class Counsel's Motion for Attorneys' Fees and Expenses and for a service award should be granted. Class Counsel is moving this Court for an award from the Settlement Fund of attorneys' fees in the amount of \$55,000.00, which represents one-third of the Settlement Fund provided by the settlement. The fee request is reasonable and appropriate under applicable law and the circumstances of this case

4 Moreover, this case was hard fought and included substantial risk to Class Counsel, who agreed to litigate the cases on a pure contingency basis with no guarantee of ever being paid for their time or reimbursed for costs advanced on behalf of the Settlement Class. From the outset this case involved complex legal issues. As a result, Class Counsel expended a significant amount of time and effort on this matter. Class Counsel's time and activities included:

- conducting an extensive investigation into NexTier's overdraft practices;
- drafting and filing the class action complaint.
- analysis of the merits of NexTier's preliminary objections;
- seeking informal discovery;
- analyzing data to derive a potential damages model;
- negotiating the settlement; and
- implementing the notice program.

5. Class Counsel spent many hours investigating the claims of several potential plaintiffs against NexTier. Class Counsel interviewed a number of potential plaintiffs to gather information about NexTier's conduct and its impact upon consumers. Counsel also examined the account holder agreements and consulted with experts in the banking industry. This information

was essential to Class Counsel's ability to understand the nature of NexTier's conduct, the language of the Account agreements at issue and potential relief and remedies.

6 Prior to Settlement, Class Counsel used data regarding NexTier's Retry NSF Fee revenue to analyze the range of alleged damages at issue in this case, comparing Retry NSF Fees actually charged to the NSF Fees that would have been charged had NexTier not employed the challenged Retry NSF Fee policy.

7. Thereafter, the Parties reached an agreement to settle all claims of Plaintiff and the Settled Class Members, subject to negotiation and execution of the Settlement Agreement and subject to Approval by the Court.

8. In negotiating this settlement, Class Counsel had the benefit of years of experience in negotiating settlements in several similar bank fee cases.

9. As detailed above, Class Counsel conducted a thorough investigation and analysis of Plaintiff's claims and engaged in informal and formal discovery with NexTier.

10. Counsel's review of this discovery enabled them to conduct well-informed settlement negotiations.

11 Class Counsel were well-positioned, based on their experience and investigative efforts in this case, to evaluate the relative strengths and weaknesses of Plaintiff's claims and NexTier's defenses, and to compare the risks of further litigation to the benefits provided in the settlement

12. NexTier provided Plaintiff with information regarding its Retry NSF Fee revenue that allowed the parties to negotiate a formal settlement agreement.

13. Plaintiff and Class Counsel are confident in the strength of their case. Nonetheless, NexTier has asserted defenses that it believes could preclude recovery entirely. Plaintiff and Class

Counsel are therefore mindful of the risks inherent in continued litigation and in their ability to establish class wide damages and liability. As noted above, Plaintiff faced the risk that a jury would determine that NexTier did not breach its account agreement, and did not breach the covenant of good faith and fair dealing. Protracted litigation carries inherent risks that would necessarily have delayed and endangered Class Members' monetary recovery. Even if Plaintiff did prevail at trial, recovery could be delayed for years by appeals.

14. Under the circumstances, Plaintiff and Class Counsel appropriately determined that the Settlement outweighs the gamble of continued litigation. The settlement should accordingly be approved because it provides substantial relief to Class Members without further delay and without exposing Plaintiff and absent Class Members to the risks associated with continued litigation. The recovery of a significant portion of alleged damages, is excellent. The Settlement is well within the range of reasonableness in light of all the attendant risks of litigation. The settlement also provides another important benefit that further litigation cannot provide – prompt relief. Even if Plaintiff were to prevail at trial, and on an inevitable appeal, relief for the Settlement Class Members would be delayed significantly, likely by years. The settlement provides substantial relief to Settlement Class Members without further delay and without exposing Plaintiff and Settlement Class Members to the risks associated with continued litigation.

15. This case presents complexities not at issue in other cases. Establishing liability and damages at trial would require expert testimony. In addition, NexTier has presented, and would continue to present, defenses it believes could bar recovery, thereby increasing Plaintiff's expenses. Further, the traditional means for handling claims like those at issue here would tax the court system, require a massive expenditure of public and private resources, and, given the relatively small value of the claims of the individual class members, would be impracticable. This

litigation would take several more years before there is a final resolution. Thus, the proposed settlement is the best vehicle for Class Members to receive relief in a prompt and efficient manner

16. Class Counsel's extensive experience in similar bank fee cases allowed them to quickly and efficiently seek the essential information needed to evaluate the strengths and weaknesses of the claims through informal discovery. This information ensured that Plaintiff and her counsel had the information necessary to adequately evaluate the merits of the case and weigh the benefits of settlement against further litigation.

17. Based on their years of experience in litigating similar financial services class action litigation, Class Counsel had a substantial understanding of the issues presented in this case and were able to obtain a settlement that provides an outstanding result for the Settlement Class Members. The settlement here is the direct product of the skill and hard work brought to bear by Class Counsel at every stage of the proceedings. Class Counsel's exemplary prosecution of this class action weighs strongly in favor of the proposed fee award. Class Counsel's task was made all the more challenging by the fact that NexTier was represented throughout by very skilled opposing counsel and the fact that the bank had significant resources to enable them to litigate the case vigorously.

18. Class Counsel achieved an exceptional result in this case. NexTier strongly denied liability and challenged Plaintiff's ability to certify the class. Continued litigation of this lawsuit presented Plaintiffs with substantial legal risks of certifying the class, proving liability and defeating any appeals relating to liability, damages or class certification. The over \$165,000 value of the Settlement is an excellent recovery for the Settlement Class Members.

19. Further, class members do not have to do anything at all to receive the Settlement benefits. Settlement Class Members will automatically receive their *pro rata* share of the Net

Settlement Fund based on a thorough calculation of how much each individual Settlement Class Member was allegedly harmed by NexTier's fee practice.

20. Class Counsel is moving this Court for an award of attorneys' fees in the amount of \$55,000, which represents one-third of the Settlement Fund created by the Settlement.

21. At the outset, counsel for the class conducted a thorough investigation into the factual circumstances of the case. Additionally, Class Counsel was required to research and brief complex issues of law.

22. Class Counsel also spent a great deal of time reviewing and analyzing data produced by NexTier through informal discovery.

23. In advance of settlement discussions, NexTier provided data regarding the fees challenged in this Lawsuit, as well as detailed information regarding its disclosures in effect during the class period.

24. Class Counsel has spent a great deal of time reviewing and evaluating this information.

25. This case involved complex factual and legal issues, further supporting Class Counsel's fee request. Even more than in a typical class action, which always involves complex issues and challenges, this case presented additional complexities. Class Counsel was required to overcome numerous substantive arguments raised by NexTier. Class Counsel brought to bear their experience and skill in negotiating a strong settlement for the Settlement Class Members.

26. From the outset of the case to the present, prosecution of this action has involved significant financial risk for Class Counsel. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. In bringing this action, Class Counsel faced several risks: the risk of not obtaining class certification (or having the class subsequently

decertified); the risk of not prevailing on the merits; and the risk of not establishing damages on behalf of the Settlement Class. Class Counsel incurred substantial risk that they would never be paid for their time or reimbursed for the costs they advanced for the Settlement Class. This financial risk further justifies granting Class Counsel's fee request.

27. In prosecuting and resolving this case on behalf of the Settlement Class, Class Counsel has incurred out-of-pocket costs of \$3,141.17, most of which were for court costs

Class Counsel Experience and Expertise

28 Counsel for both sides have significant experience in consumer class-action litigation involving bank-fee practices. Class Counsel is highly experienced in consumer class action litigation, as demonstrated by their firm resumes, and has brought that significant experience to bear in litigating and settling this case.

29 Class Counsel collectively have decades of experience litigating consumer class actions against financial institutions and have litigated and settled dozens of class actions involving wrongful overdraft fees, non-sufficient fund fees, and other types of wrongful fees.

KalielGold PLLC Experience

30. I am a graduate of the University of California, Berkeley, School of Law and a member in good standing of the District of Columbia Bar and the State Bar of California. I have substantial experience with consumer class actions in both state and federal court. I have won contested motions for class certification, briefed, argued, and overturned dispositive lower court rulings at the federal appellate level; and worked extensively with economics and information technology experts to build damages models. I have also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members. My firm, KalielGold PLLC has extensive class action experience and has been

appointed as class counsel in numerous class actions in which courts have recognized the firm's expertise in the area of class action litigation in particular. *See, e.g. Hinton v Atlantic Union Bank*, No. 20-cv-00651 (E.D. Va.) ("Class Counsel's expertise, perseverance, and skill allowed them to obtain an excellent result for the Settlement Class"); *Kelly v. Community Bank*, No. 18-cv-00919 (N.D.N.Y.) (determining Class Counsel to be "qualified, experienced, and able to conduct the litigation of this Action"), *Gonzalez v Banner Bank*, No. 20-cv-05151 (E.D. Wa.) (Class counsel "were diligent in their representation of the Class"), *Lambert v Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.) (Class Counsel's "tenacity in the face of significant risk and complexity allowed to achieve an outstanding recovery that provides substantial benefits to Settlement Class Members"), *Walters v Target Corporation*, No. 16-cv-01678 (S.D. Cal.) ("It is undisputed that Class Counsel achieved this result through tenacity and skill in presenting novel and complex legal issues."); *Figueroa v. Capital One, N.A.*, No. 18-cv-00692 (S.D. Cal.) (praising Class Counsel for the "very positive result achieved for the class" in a case involving a "novel legal issue"), *White v. Members 1st Credit Union*, No. 19-cv-00556 (M.D. Pa.) (finding Class Counsel to be "highly trained in class action law and procedure" and noting their "ability to negotiate the instant Settlement at the early stages of this litigation demonstrates their high level of skill and efficiency"), *Perks v. Activehouse d/b/a Earnin*, No. 19-cv-05543 (N.D. Cal.) ("Class Counsel have substantial experience in litigating and settling consumer class actions"). KG's tenacity is frequently reflected in the results it achieves for the classes it represents, especially in cases involving similar bank fees. *See, e.g., Roberts v. Capital One*, No. 16-cv-04841 (S.D.N.Y.) (\$17 million settlement approved for the class); *Perks v TD Bank*, Case No. 18-cv-11176 (S.D.N.Y.) (\$41.5 million settlement approved for the class), *Morris et al v Bank*

of America N.A., No. 18-cv-00157 (W.D.N.C.) (\$75 million settlement approved for the class)

KG's experience is further detailed in the firm's resume, attached hereto as **Exhibit 1**.

Kopelowitz Ostrow Ferguson Weiselberg Gilbert

31. The firm resume of Kopelowitz Ostrow Ferguson Weiselberg Gilbert including biographical information for Kenneth Grunfeld, and a listing of cases demonstrative of their success in litigation against financial institutions, is attached as **Exhibit 2**

Attorneys' Fees and Costs

32. Class Counsel expended a total of 72.4 hours in the prosecution of this case and incurred a total aggregate lodestar of \$60,367.40.

KalielGold PLLC	Kopelowitz Ostrow Ferguson Weiselberg Gilbert
Jeffrey D. Kaliel – 1	Kenneth J. Grunfeld – 19.1
Sophia G. Gold – 24	Todd M. Becker – 1.5
Neva R. Garcia – 3.1	
Amanda J. Rosenberg – 21.5	
Craig Lowther – 2.2	
Total: 51.8	Total: 20.6

33. The hourly rates for each law firm are broken down as follows:

KalielGold PLLC

Jeffrey D. Kaliel - \$948.00

Sophia G. Gold - \$839.00

Amanda J. Rosenberg - \$839.00

Neva R. Garcia - \$258.00

Craig Lowther - \$258.00

Kopelowitz Ostrow Ferguson Weiselberg Gilbert

Kenneth J. Grunfeld - \$1,025.00
Todd M. Becker - \$200.00

34. The time and lodestar expended by the attorneys, paralegals and law clerks at all four law firms is as follows:

Katell Gold PLLC –\$40,489.00

Kopelowitz Ostrow Ferguson
Weiselberg Gilbert –\$19,877.50

Total Fees: \$60,367.40

35. Given class counsel's one-third fee request of \$55,000, the fee award represents a negative lodestar multiplier of the actual time incurred.

36. Class Counsel undertook this matter solely on a contingent basis, with no guarantee of recovery. The fee requested here, which represents one-third of the Settlement Fund, is well within the range generally approved in similar class actions.

37. In prosecuting and resolving this case on behalf of the Class, Class Counsel has incurred out-of-pocket costs of \$3,141.17, most of which were for the services of a data expert. It also includes costs for, among other things, Court fees and postage.

38. Court approval of attorneys' fees, costs, and incentive awards, or their amount, will not be a condition of the Agreement.

Service Award

39. Plaintiff risked her reputation and was exposed to potential liability for counterclaims. Plaintiff assisted Class Counsel in prosecuting this case, including providing factual background, reviewing pleadings and discovery, reviewing the settlement; discussing the settlement terms with Class Counsel, and communicating with Class Counsel to remain informed of the progress of the case.

40 Plaintiff's efforts and involvement have benefitted the Class as a whole.

I declare under penalty of perjury under the laws of the United States of America. Executed in Oakland, California this 11th day of June, 2025.

/s/ Sophia G Gold
Sophia G Gold

EXHIBIT A

KALIELGOLD PLLC

KalielGold PLLC was founded in 2017 and is a 100% contingency Plaintiff-side law firm. Our attorneys have decades of combined experience and have secured hundreds of millions of dollars for their clients. Our firm's practice focuses on representing consumers in class action litigation and specifically on cases in the consumer financial services sector. In the four years since our firm was founded, our firm has been appointed lead counsel or co-lead counsel in numerous class action and putative class action lawsuits in state and federal courts nationwide including most recently in *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.); *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.); *Robinson v. First Hawaiian Bank*, Civil No. 17-1-0167-01 GWBC (1st Cir. Haw.), *Liggio v. Apple Federal Credit Union*, No. 18-cv-01059 (E.D. Va.); *Morris et al. v. Bank of America, N.A.*, No. 3:18-cv-00157-RJC-DSC (W.D.N.C.), *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.), *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.); *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.); *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Cnty. Of Bartholomew, Ind.), *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.); *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco Cnty, Cal.); *Martin v. Le^{ve}N Federal Credit Union*, No. 19-CI-022873 (Jefferson Cir. Ct., Div. One), *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.), *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct., San Francisco Cnty, Cal.)

As shown in the biographies of our attorneys and the list of class counsel appointments, Kaliel Gold PLLC is well versed in class action litigation and zealously advocates for its clients. To learn more about Kaliel Gold PLLC, or any of the firm's attorneys, please visit www.kalielgold.com

JEFFREY D. KALIEL

Jeffrey Kaliel earned his law degree from Yale Law School in 2005. He graduated from Amherst College summa cum laude in 2000 with a degree in Political Science, and spent one year studying Philosophy at Cambridge University, England.

Over the last 10 years, Jeff has built substantial class action experience. He has received "Washington D.C. Rising Stars Super Lawyers 2015" recognition.

Jeff has been appointed lead Class Counsel in numerous nationwide and state-specific class actions. In those cases, Jeff has won contested class certification motions, defended dispositive motions, engaged in data-intensive discovery and worked extensively with economics and information technology experts to build damages models. Jeff has also successfully resolved numerous class actions by settlement, resulting in hundreds of millions of dollars in relief for millions of class members.

Currently Jeff is actively litigating several national class action cases, including actions against financial services entities and other entities involved in predatory lending and financial services targeting America's most vulnerable populations.

Jeff's class action successes extend beyond financial services litigation. He seeks to lead cases that serve the public interest. Jeff has worked with nonprofits such as the Humane Society, Compassion Over Killing, and the National Consumers League to fight for truth in the marketplace on food and animal products.

Jeff has over a decade of experience in high-stakes litigation. He was in the Honors Program at the Department of Homeland Security, where he worked on the Department's appellate litigation. Jeff also helped investigate the DHS response to Hurricane Katrina in preparation for a Congressional inquiry. Jeff also served as a Special Assistant US Attorney in the Southern District of California, prosecuting border-related crimes.

Jeff is a former Staff Sergeant in the Army, with Airborne and Mountain Warfare qualifications. He is a veteran of the second Iraq war, having served in Iraq in 2003.

Jeff is admitted to practice in California and Washington, DC, and in appellate and district courts across the country.

Jeff lives in Washington, D.C. with his wife, Debbie, and their three children.

SOPHIA GOREN GOLD

Sophia Goren Gold is a third-generation Plaintiff's lawyer. A *summa cum laude* graduate of Wake Forest University and the University of California, Berkeley, School of Law, Sophia has spent her entire career fighting for justice.

A fierce advocate for those in need, Sophia's practice centers around taking on financial institutions, insurance companies, and other large corporate interests. Sophia has participated in hundreds of individual and class cases in both state and federal courts across the country. Collectively, she has helped secure tens of millions of dollars in relief on behalf of the classes she represents.

In addition to providing monetary relief, Sophia's extensive litigation experience has resulted in real-world positive change. For example, she brought litigation which resulted in the elimination of the Tampon Tax in the State of Florida, and she was influential in changing the state of Delaware's Medicaid policy, resulting in greater access to life-saving medication.

Sophia is currently representing consumers in numerous cases involving the assessment of improper fees by banks and credit unions, such as overdraft fees, insufficient funds fees, and out of network ATM fees. She is also currently representing consumers who have been the victims of unfair and deceptive business practices.

Sophia is admitted to practice in California and Washington, D.C. When not working, Sophia enjoys spending time with her husband, daughters, and their goldendoodle.

BRITTANY BERTOLINI

Brittany Bertolini attended the University of Central Florida in Orlando and graduated in 2012 with a Bachelor's Degree in Political Science and a minor in Spanish. Brittany earned her Juris Doctorate from California Western School of Law in 2015 and graduated magna cum laude in the top 10% of her class.

Throughout the course of her law school career, she served as a judicial extern to the Honorable Anthony J. Battaglia for the United States District Court, Southern District of California and worked multiple semesters as a certified legal intern for the San Diego County District Attorney's Office. Brittany was awarded Academic Excellence Awards in law school for receiving the highest grade in Trial Practice, Health Law & Policy, and Community Property.

Before joining KalielGold PLLC, Brittany worked as a judicial law clerk for the Honorable Anthony J. Battaglia and as an associate attorney for Carlson Lynch LLP, specializing in consumer complex litigation.

AMANDA ROSENBERG

Amanda Rosenberg graduated *cum laude* from the University of California, Hastings College of the Law in 2011 and the University of California, San Diego in 2008, where she earned departmental Honors with Highest Distinction in history

Before joining KalielGold PLLC, Amanda represented and advised small businesses and financial institutions in litigation matters including employment disputes, merchant disputes, credit and charge card disputes, wrongful foreclosures, and securities. She has successfully litigated cases in California, Illinois, and Michigan.

Amanda is an active volunteer in her community and has helped numerous individuals understand and navigate their rights in the workplace.

In law school, Amanda worked as an extern for the Honorable Judge Vaughn Walker in the United States District Court, Northern District of California. Amanda was awarded academic excellence awards for receiving the highest grades in Trial Advocacy and Litigating Class Action Employment.

When not working, Amanda loves exploring Michigan's outdoors with her husband, kids, and rescue dog.

SARAH LEVIN

Sarah Levin helps clients navigate complex litigation. She has represented clients in state and federal court, as well as arbitration, and maintains an active pro bono practice. She serves on several local and national committees working to advance gender equity and reproductive health care.

Before joining KalielGold, Ms. Levin practiced at Skadden, Arps, Slate, Meagher & Flom LLP in New York, NY and the Legal Aid Society as the Skadden Pro Bono Fellow. She also served as a law clerk for the Honorable Jane A. Restani of the U.S. Court of International Trade.

Sarah graduated from New York University School of Law. During law school, she was Managing Editor of the *Journal of International Law and Politics*, a research assistant to Professor Robert Howse, a legal extern in the Southern District of New York for Judge Edgardo Ramos, and a legal intern for the Organisation for Economic Co-operation and Development (OECD) in Paris, France. Before law school, she worked for Goldman, Sachs & Co. and Cargill, Inc.

Sarah received her undergraduate degree from Hamilton College *magna cum laude* and *Phi Beta Kappa*, and was awarded the Judge John Wells Fellowship for Graduate Study for outstanding undergraduate research. She received her M.A. in International Affairs from the George Washington University, Elliott School of International Affairs.

Ms. Levin is admitted to practice in New York and Florida, as well as the U.S. District Courts for the Eastern District of New York and the Southern District of New York.

CLASS COUNSEL APPOINTMENTS

- *Roberts v. Capital One*, No. 1:16-cv-04841 (S.D.N.Y.),
- *Walters v. Target Corp.*, No. 3:16-cv-00492 (S.D. Cal.),
- *Figueroa v. Capital One, N.A.*, Case No. 3:18-cv-00692-JM-BGS (S.D. Cal.)
- *Robinson v. First Hawaiian Bank*, Civil No. 17-1-0167-01 GWBC (1st Cir. Haw);
- *Brooks et al. v. Canvas Credit Union*, 2019CV30516 (Dist. Ct. for Denver Cnty., Colo.).
- *Leggo v. Apple Federal Credit Union*, Civil No. 18-cv-01059 (E.D. Va.);
- *Morris et al. v. Bank of America, N.A.*, Civil No. 3:18-cv-00157-RJC-DSC (W.D.N.C.);
- *White v. Members 1st Credit Union*, Case No. 1:19-cv-00556-JEJ (M.D. Pa.),
- *Plummer v. Centra Credit Union*, Case No. 03D01-1804-PL-001903 (Bartholomew Cnty., Ind.),
- *Holt v. Community America Credit Union*, Case No. 4:19-cv-00629-FJG (W.D. Mo.);
- *Trinity Management v. Charles Puckett*, Case No. GCG-17-558960 (Super. Ct., San Francisco, Cnty., Cal.);
- *Martin v. L&N Federal Credit Union*, No. 19-CI-022873 (Jefferson Cir. Ct., Division One),
- *Clark v. Hills Bank and Trust Company*, No. LACV080753 (Iowa Dist. Ct. Johnson Cnty.),
- *Morris v. Provident Credit Union*, Case No. CGC-19-581616 (Super. Ct. San Francisco Cnty., Cal.).
- *Bodnar v. Bank of America, N.A.*, 5:14-cv-03224 (E.D. Pa.),
- *In re Higher One Account Marketing and Sales Practice Litigation*, No. 12-md-02407-VLB (D. Conn.).
- *Shannon Schulte, et al. v. Fifth Third Bank*, No. 1:09-cv-06655 (N.D. Ill.),
- *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.),
- *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791 (Cir. Ct. Jackson Cnty., Mo.),
- *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha Cnty., W. Va.),
- *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa Cnty., Okla.),
- *Lodley and Tehani Taulva, et al. v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw);
- *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al.*, No. 1:10-cv-21080 (S.D. Fla.),
- *Masvoro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.),
- *Theresa Molina, et al. v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick Cnty., Kan.),
- *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.), *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.);
- *Brown et al. v. Transurban USA, Inc. et al.*, No. 1:15-CV-00494 (E.D. Va.),
- *Grayson v. General Electric Co.*, No. 3:13-cv-01799 (D. Conn.),
- *Galdamez v. I.Q. Data International, Inc.*, No. 1:15-cv-1605 (E.D. Va.).

EXHIBIT B



KOPELOWITZ OSTROW
FERGUSON WEISFELBERG GILBERT

FIRM RESUME

One West Las Olas Boulevard, Suite 500
Fort Lauderdale, Florida 33301

Telephone: 954.525.4100

Facsimile: 954.525.4300

Website:

Miami — Fort Lauderdale — Boca Raton

OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations, and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

CLASS ACTION DEFENSE

MASS TORT LITIGATION

OTHER AREAS OF PRACTICE

FIND US ONLINE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

To learn more about KO, or any of the firm's other attorneys, please visit www.kolawyers.com.

FINANCIAL INSTITUTIONS

MDLs

CLASS ACTION AND MASS TORTS

<i>Aseltine v. Bank of America, N.A.</i> , 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million	
<i>McNeil v. Capital One N.A.</i> , 1:19-cv-00473 (E.D.N.Y.) – \$16 million	
<i>Devore, et al v. Dollar Bank</i> , GD 21 008946 (Ct. Common Pleas Allegheny 2024) – \$7 million	
<i>Nimsey v. Tinker Federal Credit Union</i> , C1 2019-6084 (Dist. Ct. Oklahoma 2024) – \$5.475 million	
<i>Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank</i> , 3:20-cv-352 (S.D. Fla. 2023) – \$2.65 million	
<i>Chechua v. Bank of America, N.A.</i> , 2:21-cv-03585 (E.D. Pa. 2023) – \$8 million	
<i>Quirk v. Liberty Bank</i> , X03 HHD CV20 6132741 S (Jud. Dist. Ct. Hartford 2023) – \$1.4 million	
<i>Meier v. Prosperity Bank</i> , 109569-CV (Dist. Ct. Brazoria 2023) – \$1.6 million	
<i>Abercrombie v. TD Bank, N.A.</i> , 0:21-cv-61376 (S.D. Fla. 2022) – \$4.35 million	
<i>Parks, et al v. TD Bank, N.A.</i> , 1:18-cv-11176 (E.D.N.Y. 2022) – \$41.5 million	
<i>Folles v. Gate City Bank</i> , 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) – \$1.8 million	
<i>Glass, et al v. Delta Comm. Cred. Union</i> , 2019CV317322 (Sup. Ct. Fulton Ga. 2022) – \$2.8 million	
<i>Roy v. ESL Fed. Credit Union</i> , 19-cv-06122 (W.D.N.Y. 2022) – \$1.9 million	
<i>Wallace v. Wells Fargo</i> , 17CV317775 (Sup. Ct. Santa Clara 2021) – \$10 million	
<i>Dacey v. Community Bank N.A.</i> , 8:19 CV 919 (N.D.N.Y. 2021) – \$3 million	
<i>Coleman v. Alaska USA Federal Credit Union</i> , 3:19-cv-0229-HRH (Dist. of Alaska 2021) – \$1 million	
<i>Smith v. Fifth Third Bank</i> , 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) – \$5.2 million	
<i>Lambert v. Navy Federal Credit Union</i> , 1:19-cv-00103-LO-MSN (S.D. Va. 2021) – \$16 million	
<i>Roberts v. Capital One N.A.</i> , 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) – \$17 million	
<i>Lloyd v. Navy Federal Credit Union</i> , 17-cv-01280 BAS-RBB (S.D. Ca. 2019) – \$24.5 million	
<i>Farrell v. Bank of America, N.A.</i> , 3:16-cv-00492 L-WVG (S.D. Ca. 2018) – \$66.6 million	
<i>Bodnar v. Bank of America N.A.</i> , 5:14-cv-03224-EGS (E.D. Pa. 2015) – \$27.5 million	
<i>Morton v. Green Bank</i> , 11-135-IV (20th Judicial District Tenn. 2018) – \$1.5 million	
<i>Hawkins v. First Tenn. Bank</i> , CT 004085-11 (13th Jud. Dist. Tenn. 2017) – \$16.75 million	
<i>Payne v. Old National Bank</i> , 82C01-1012 (Cir. Ct. Vanderburgh 2016) – \$4.75 million	
<i>Suffi v. BancorpSouth</i> , 1:10-CV-00090 (N.D. Fla. 2016) – \$24.0 million	
<i>Mello v. Susquehanna Bank</i> , 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million	
<i>Johnson v. Community Bank</i> , 3:11-CV-01405 (M.D. Pa. 2013) – \$1.5 million	
<i>McKinley v. Great Western Bank</i> , 1:09-MD-02036 (S.D. Fla. 2013) – \$2.2 million	
<i>Blahut v. Harris Bank</i> , 1:09 MD-02036 (S.D. Fla. 2013) – \$9.4 million	
<i>Wolfsger v. Commerce Bank</i> , 1:09-MD-02036 (S.D. Fla. 2013) – \$18.3 million	
<i>Case v. Bank of Oklahoma</i> , 09-MD-02036 (S.D. Fla. 2012) – \$19.0 million	
<i>Hawthorne v. Umpqua Bank</i> , 3:11 CV-06700 (N.D. Cal. 2012) – \$2.9 million	
<i>Simpson v. Citizens Bank</i> , 2:12-CV-10267 (E.D. Mich. 2012) – \$2.0 million	
<i>Harris v. Associated Bank</i> , 1:09 MD-02036 (S.D. Fla. 2012) – \$13.0 million	
<i>LaCour v. Whitney Bank</i> , 8:11-CV-1896 (M.D. Fla. 2012) – \$6.8 million	
<i>Orallo v. Bank of the West</i> , 1:09 MD-202036 (S.D. Fla. 2012) – \$18.0 million	
<i>Taulava v. Bank of Hawaii</i> , 11-1-0337-02 (1st Cir. Hawaii 2011) – \$9.0 million	
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<i>In re Fortra File Transfer Software Data Breach Litigation</i> , MDL No. 3090 (S.D. Fla.) – \$27 million	
<i>In re Envelo Bank & Trust Customer Data Breach Litig.</i> , MDL No. 3127 (W.D. Tenn.) – \$17.0 million	
<i>In re Snowflake, Inc., Data Breach Litigation</i> , MDL No. 3126 (D. Mont.) – Co-Lead Counsel	
<i>In re Consumer Vehicle Driving Data Tracking Collection</i> , MDL No. 3115 (N.D. Ga.) – Exec. Comm.	
<i>In re Change Healthcare, Inc. Data Breach Litigation</i> , MDL No. 3108 (D. Minn.) – Exec. Comm.	
<i>In re PowerSchool Holdings, Inc. Customer Data Breach Litig.</i> , MDL No. 3149 (S.D. Cal.) – Exec. Comm.	

DATA BREACH AND PRIVACY

In Re AT&T Inc. Customer Data Security Breach Litigation, 3:24-cv-00757 (N.D. Tex.) - \$177 million
McNally et al. v. Infosys McAnish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million
Crowe et al. v. Managerial Care of North America, Inc., 0:23-cv-61065 AHS (S.D. Fla.) - Co-Lead Counsel
Molnauwer, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) - Co-Lead Counsel
Gordon et al. v. Zoned In Technologies LLC, et al. 1:23-CV-03284 (D. Md.) - Co Lead Counsel
Harrell, et al. v. Webtop Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million
Gambino et al. v. Barry Dunn McNeil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000
Rodriguez, et al. v. Caesars Entertainment, Inc. 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01450-RFB MDL (D. Nev.) - \$45 million
Doyle v. Lencovics of America, Inc., 1:20-cv-00908 MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silver et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. Ind.) - Executive Committee
In re 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CapturaRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million
In re JeanDeput Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million
Stadnick v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million
Katz et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million
Opris et al. v. Sincera Reproductive Medicine et al., 2:21-cv-03072 (E.D. Pa.) - \$1.2 million
Garza et al. v. Healthplanet, Inc. et al., 7245012023 (N.Y. Sup. Ct.) - \$1.29 million
McLenn et al. v. Signature Performance Inc et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

CONSUMER PROTECTION

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM KAJ (E.D. Ohio 2020) - \$12.6 million
Parrs, et al. v. Progressive Select Ins. Co., et al., 19-21760 CIV (S.D. Fla. 2023) - \$38 million
Spelman v. USAA et al., 2:19-cv-01359-TJH MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Graco Ford Fort Lauderdale, LLC 18-cv-21897 JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vanduser v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Sherandel v. Costco Wholesale Corp., 9:21-cv-80826 BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06361 (N.D. Ill. 2023) - \$2.5 million
In Re Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971 CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

MASS TORT

In re Zantac Prods. Liab. Litig., MDL No. 2924 (S.D. Fla.) - Co Lead Counsel
In re National Prescription Opiate Litigation, No. MDL No. 2804 (N.D. Ohio) - \$100 million
In re Juvul Labs, No. MDL No. 2913 (N.D. Cal.) - \$26 million
In re Davenport Hotel Building Collapse, LACE137119 (Dist. Ct. Scott Cty, Iowa) - Class Counsel
In re 3M Combat Arms Earplug Prod. Liab. Litig., MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs
In re Stryker Prod. Liab. Lit., 13 MD-2411 (Fla. Cir. Ct.) - Numerous Plaintiffs

A black and white portrait of Jeff Ostrow, a middle-aged man with short hair, wearing a dark suit, white shirt, and patterned tie. He is standing with his hands in his pockets, looking directly at the camera.

JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. - 1994

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own firm in 1997, immediately upon graduation from law school and has since grown KO to 30 attorneys with offices in South Florida, Philadelphia, and New York. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel or sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, Western District of Wisconsin, Southern District of Indiana, Eastern District of Texas, and District of Nebraska. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni-owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Masetti Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. - 1990

Email: ferguson@kolawyers.com

David L. Ferguson is an accomplished trial attorney and chairs the firm's litigation department. He routinely leads high stakes litigation across a wide array of practice areas, including, but not limited to, employment law, complex business litigation, class actions, product liability, catastrophic personal injury, civil rights, and regulatory enforcement actions.

Mr. Ferguson is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, a testament to the fact that his peers (lawyers and judges in the community) have ranked him at the highest level of professional excellence. Mr. Ferguson is well regarded as a formidable advocate in court and for providing creative and insightful strategic advice, particularly in emergency and extremely complex situations.

While in law school, Mr. Ferguson served as a Staff Member of the Nova Law Review. He was also a member of the Moot Court Society and the winner of the Moot Court Intramural Competition.

Representation of the Broward Sheriff's Office

Since 2013, Mr. Ferguson has had the privilege of representing the Broward Sheriff's Office ("BSO") in over 150 matters involving many different types of disputes and issues, including defense of civil rights lawsuits in state and federal court; negotiating collective bargaining agreements with unions, and arbitrations brought by unions or employees subjected to termination or other significant discipline. Mr. Ferguson has had many arbitration final hearings and state and federal jury trials for BSO representing the agency as well as the Sheriff and numerous Deputies individually.

Class/Mass Actions

Mr. Ferguson has experience in class actions against large banks and some of the world's largest companies, including technology companies and oil conglomerates.

Additionally, during his career Mr. Ferguson has defended many large companies in MDL's, and mass and class actions, including medical equipment manufacturers, pharmaceutical companies, an aircraft parts and engine manufacturer and defense contractor, nationwide retailers, and a massive sugar manufacturer.

Large Fraud and Ponzi Cases

Mr. Ferguson has a great deal of experience litigating cases involving massive fraud claims, most often for victims, but also for select defendants. Mr. Ferguson's clients have included individual victims who have lost multiple millions of dollars in fraud schemes to large businesses with tremendous damages, including one international lending institution with damages in excess of \$150 million. Additionally, Mr. Ferguson successfully represented several individuals and entities subjected to significant claims by a receiver and the United States Marshals Service in a massive billion-dollar Ponzi scheme involving a notorious Ft. Lauderdale lawyer and his law firm.

Regulatory Agency Enforcement Actions

Mr. Ferguson has extensive experience defending individuals and entities in significant enforcement actions brought by regulatory agencies, including the CFTC, FTC, and SEC.

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 500 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

Mr. Ferguson primarily represents companies, but also represents select individuals who have claims against their present or former employers. In addition to the wide variety of employment claims discussed above, as plaintiff's counsel Mr. Ferguson has also handled federal False Claims Act (Qui Tam) and the Foreign Corrupt Practices Act claims brought by individuals.

Business Disputes

Throughout his legal career, as counsel for plaintiffs and defendants, Mr. Ferguson has handled a myriad of commercial cases involving all types of business disputes, including claims for breach of partnership agreements, breach of shareholder or limited liability company operating agreements, dissolution of corporations and limited liability companies, appointment of receivers, breaches of fiduciary duty, conversion, constructive trust, theft, negligent or intentional misrepresentation or omissions, fraudulent inducement, tortious interference, professional negligence or malpractice, derivative actions, breach of contract, real estate disputes, and construction disputes.

Noncompetition and Trade Secret Litigation

Mr. Ferguson routinely represents companies and individuals in commercial disputes involving unfair and deceptive trade practices, unfair competition and/or tortious interference with contracts or valuable business relationships. Often these cases involve the enforcement of noncompetition agreements and protection of valuable trade secrets. Mr. Ferguson has extensive experience representing businesses seeking to enforce their noncompetition agreements and/or protect trade secrets through suits for injunctive relief and damages and representing subsequent employers and individuals defending against such claims. He has obtained numerous injunctions for his clients and has also successfully defended against them numerous times, including getting injunctions dissolved that were entered against his clients without notice or prior to his representation. Mr. Ferguson has also obtained contempt sanctions and entitlement to punitive damages against individuals and entities who have stolen trade secrets from his clients.



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the 11th Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985

Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

Robert C. "Bobby" Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs' Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation's largest banks that challenged the banks' internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs' liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims, served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property, and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

US Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

US District Court, Southern District of Florida

US District Court, Middle District of Florida

US District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

US District Court, Western District of Michigan

US District Court, Western District of New York

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee.

A black and white portrait of Ken Grunfeld, a man with dark hair, wearing a suit and tie, standing against a dark background.

KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar
The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth,
Tenth and Eleventh Circuits
U.S. District Ct, Eastern District of Pennsylvania
U.S. District Ct, Middle District of Pennsylvania
U.S. District Ct, Western District of Pennsylvania
U.S. District Ct, District of New Jersey
U.S. District Ct, Eastern District of Michigan
U.S. District Ct, Western District of Wisconsin

Education

Villanova University School of Law, J.D., 1999
University of Michigan, 1996

Email: grunfeld@kolawyers.com

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.

Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

KRISTEN LAKE CARDOSO

Partner

Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida
U.S. District Court, Central District of California
U.S. District Court, Eastern District of California
U.S. District Court, Northern District of Illinois
U.S. District Court, Eastern District of Michigan

Education

Nova Southeastern University, J.D., 2007
University of Florida, B.A., 2004

Email: cardoso@kolawyers.com

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California, Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.

STEVEN SUKERT

Partner

Bar Admissions

The Florida Bar

The New York Bar

Court Admissions

United States District Court, Southern District of Florida

United States District Court, Middle District of Florida

United States District Court, Southern District of New York

United States District Court, Eastern District of New York

United States District Court, Northern District of Illinois

United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018

Northwestern University, B.S., 2010

Email: sukert@kolawyers.com

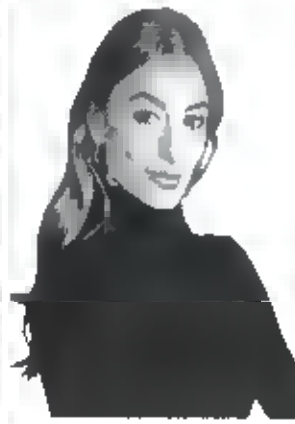
Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case Airbnb, Inc. v. Doe (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award, the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing, and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the Janus v. AFSCME U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.



CAROLINE HERTER

Associate

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

University of Miami School of Law, J.D. 2020

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re. Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olthausen v. Arima Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, *summa cum laude*, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.



IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

NEXTIER BANK, N.A.,

Defendant

Civil Division

Case No. AD-2023-10076

Hon Dr S Michael Yeager

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
AND ADEQUACY OF NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows

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

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

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

4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq Legal Noticing has handled some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 700 cases, including more than 75 multidistrict litigation settlements, Epiq Legal Noticing has prepared notices that have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq Legal Noticing, and those decisions have invariably withstood appellate review.

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND
ADEQUACY OF NOTICE PROGRAM**

RELEVANT EXPERIENCE

5 I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many significant cases, including.

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

b) *In Re. Zoom Video Communications, Inc. Privacy Litigation*, 3:20-cv-02155 (N.D. Cal.), involved an extensive notice plan for a \$85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail, and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class. A supplemental media campaign provided notice via regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website.

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

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

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

f) *In re US Office of Personnel Management Data Security Breach Litigation* MDL No. 2664, 15-cv-01394 (D.D.C.), involved a \$63 million settlement for compromised personal information of then-current and former federal government employees and contractors, and certain applicants for federal employment. An extensive nationwide media notice campaign was implemented using magazines, digital and social media notices (delivering more than 758 million impressions), traditional and satellite radio, and other forms of media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were sent to identified class members. The notice program was supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a settlement website.

g) *In re. fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.), involved a \$21 million settlement against The Coca-Cola Company, fairlife, LLC, and other defendants alleging false labeling and marketing of fairlife milk products. A comprehensive media plan was implemented with a consumer print publication notice, targeted digital and social media notices (delivering more than 620.1 million impressions in English and

Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website.

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

i) *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.), involved landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes for BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

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

7. In forming expert opinions, my staff and I draw from our in-depth class action case

experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 25 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs

8. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter “Epiq”)

OVERVIEW

9 This declaration describes the successful implementation of the Settlement Notice Program (“Notice Program”) and Class Notices (the “Notice” or “Notices”) for *Diana Heuser v NextTier Bank, N A*, Case No. AD-2023-10076, pending in the Court of Common Pleas of Butler County, Pennsylvania. Epiq designed this Notice Program based on our extensive prior experience and research into the notice issues particular to this settlement. The Notice Program as designed and implemented successfully provided notice to the Settlement Class members

DATA PRIVACY AND SECURITY

10 Epiq has procedures in place to protect the security of class data. As with all cases, Epiq maintains 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, governs Epiq’s administration responsibilities for the action. Service changes or modification beyond the original contract scope requires formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

11. With respect to the data it receives, collects, and otherwise hosts, Epiq serves as a data processor and acts only at the direction of the designated data controller or of the Court, as

described in applicable contracts, statements of work, and/or Court documents and Orders. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of services as Settlement Administrator. Epiq does not use any information provided by Settlement Class members for any other purpose than the administration of this action. Specifically, Settlement Class member information will not be used, disseminated, or disclosed by or to any other person for any other purpose unrelated to the administration of this action.

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 PROGRAM SUMMARY

17 Pennsylvania Rule 1712 of Civil Procedure sets forth that “[t]he court may require individual notice to be given by personal service or by mail to all members who can be identified

with reasonable effort”¹ The Notice Program satisfied these requirements.

18 The Notice Program as designed and implemented reached the greatest practicable number of Settlement Class members with individual notice via United States Postal Service (“USPS”) first-class mail to identified Settlement Class members. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 88% of the identified Settlement Class. The reach was further enhanced by a settlement website. In my experience, the reach of the Notice Program was consistent with other court-approved notice programs and satisfied the requirements of due process, including its “desire to actually inform” requirement²

NOTICE PROGRAM DETAIL

19. On November 13, 2024, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order Preliminarily Approving Class Settlement and Certifying Class for Settlement Purposes* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved the following “Settlement Class”:

Any Person who is a deposit account customer of Defendant NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017 and December 31, 2022, inclusive, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class shall include both consumer and business customers.

The Settlement Class shall not include any Person who held a deposit account with Mars Bank on February 16, 2024.

20 After the Court’s Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date.

¹ 231 Pa. Code § 1712.

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 . . .”).

NOTICE PROGRAM

Individual Notice

21. On June 21, 2024, Epiq received two data files with 2,492 identified Settlement Class member records, which included names and last known mailing addresses. Subsequently, on March 17, 2025, Epiq received one additional data file with supplemental contact information for 119 of those 2,492 identified Settlement Class member records. Epiq loaded these 2,492 unique, identified Settlement Class member records into its database for this Settlement.

Individual Notice – Direct Mail

22. On April 18, 2025, Epiq sent 2,492 Postcard Notices to all identified Settlement Class members for whom an associated physical mailing address was available. The Postcard Notice was sent via USPS first-class mail. The Postcard Notice clearly and concisely summarized the Settlement and the legal rights of the Settlement Class members. In addition, the Postcard Notice also directed the recipients to the settlement website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 2**.

23. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

24. The return address on the Postcard Notices was a post office box that Epiq

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that has not expired ("Postal Forwards"). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that were found using a third-party address lookup service.

25. Additionally, a Long Form Notice was mailed to all persons who requested one via the toll-free telephone number or other means. As of June 2, 2025, Epiq mailed four Long Form Notices as a result of such requests. The Long Form Notice is included as **Attachment 3**

Notice Results

26. As of June 2, 2025, a Postcard Notice was successfully delivered to 2,195 of the 2,492 unique, identified Settlement Class members. This means the individual notice efforts reached approximately 88% of the identified Settlement Class.

Settlement Website

27. On April 18, 2025, Epiq established a dedicated settlement website with an easy to remember domain name (www.NexTierLitigation.com). Relevant documents are posted on the settlement website, including the Postcard Notice, Long Form Notice, Preliminary Approval Order, Settlement Agreement, Complaint, and other case-related documents. In addition, the settlement website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. The settlement website address was prominently displayed in all notice documents. As of June 2, 2025, there have been 245 unique visitor sessions to the settlement website, and 416 web pages have been presented.

Toll-Free Telephone Number and Other Contact Information

28. On April 18, 2025, a toll-free telephone number (1-877-806-7572) was established

for the Settlement. Callers are able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and are able to request a Long Form Notice be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of June 2, 2025, there have been 35 calls to the toll-free telephone number representing 84 minutes of use.

29. A postal mailing address was established and continues to be available to allow Settlement Class members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

30. The deadline to opt-out or object to the Settlement was May 19, 2025. As of June 2, 2025, Epiq has not received any requests for exclusion. As of June 2, 2025, Epiq is aware of no objections to the Settlement.

Distribution Options

31. The Notices provided a detailed summary of the relevant information about the Settlement, including that each Settlement Class member who does not request exclusion from the Settlement will receive a payment automatically (an account credit or payment by check).

PLAIN LANGUAGE NOTICE DESIGN

32. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class members. The design of the Notices followed the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that Epiq’s noticing experts have written and designed in a similar fashion. The Notices contained substantial, albeit easy-to-read summaries of all key information about Settlement Class members’ rights and options. Consistent with our normal practice, all notice documents underwent a final edit prior to actual mailing and publication for grammatical errors and accuracy.

33. The Notices mailed to all identified Settlement Class members provided substantial information to the Settlement Class. The Notices included (i) details regarding the Settlement

Class members' ability to opt-out or object to the Settlement Agreement, (ii) the deadlines to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information.

COSTS OF NOTICE IMPLEMENTATION AND ADMINISTRATION

34 The combined, approximate cost to implement the Notice Program and handle the settlement administration is \$42,500. All costs are subject to the Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and conditions of that agreement.

CONCLUSION

35 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 program be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

36. The Notice Program included individual notice via USPS first-class mail to identified Settlement Class members. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 88% of the identified Settlement Class. The reach was further enhanced by the settlement website. In 2010, the FJC issued a *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. This guide 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%.⁴" Here, we have developed and implemented a Notice Program that readily achieved a reach within the high end of that standard.

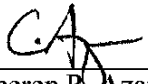
⁴ FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>

37. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

- a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

38. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class members before the deadlines to opt-out or object.

I declare under penalty of perjury that the foregoing is true and correct. Executed June 10, 2025.

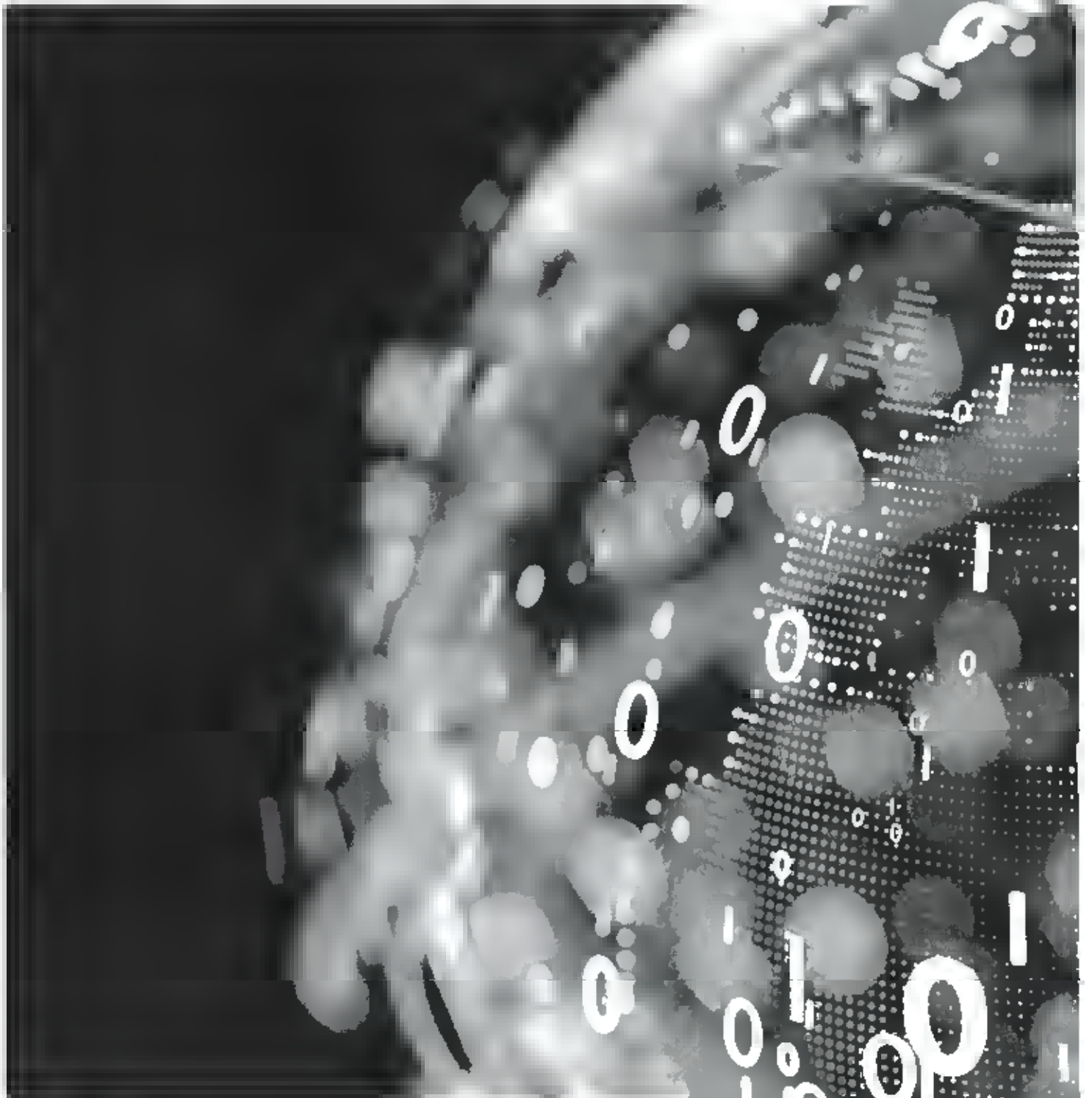


Cameron R. Azari, Esq.

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 119-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 198 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

1.8M
mail or email
notice to vehicle
owners

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.

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

90.4%
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.
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- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis" TMA - *The Journal of Corporate Renewal*, Sept. 2004
- **Cameron Azari** Author, "FRCP 23 Amendments. Twice the Notice or No Settlement " Current Developments – Issue II, Aug 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication " Weil Gotshal Litigation Group, New York NY 2003

Judicial Quotes

Judge Christine P. O'Hearn, *In re U.S. Vision Data Breach Litigation* (Oct. 15, 2024) 1:22-cv-06558 (D.N.J.)

The Court finds that the Notice Plan, set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class Members of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement, their right to exclude themselves, their right to object to the Settlement and to appear at the final approval hearing, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Madeline Cox Arleo, *In re American Financial Resources, Inc. Data Breach Litigation* (Oct. 2, 2024) 22-cv-01757 (D.N.J.)

The Court finds that Notice of the Settlement was timely and properly disseminated and effectuated pursuant to the approved Notice Plan, and that said Notice constitutes the best notice practicable under the circumstances and satisfies all requirements of Rule 23(e) and due process.

Judge Zahid N. Quraishi, *In re Lipitor Antitrust Litigation (End Payor)* (Oct. 1, 2024) MDL 2332, 312-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 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 Claims 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) 123-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 Allison 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 material 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.

Judicial Quotes

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, NY)

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

Judicial Quotes

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-Howle 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) 122-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 Cole, 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) 122-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.

Judicial Quotes

Judge Ann M. Donnelly, *In re Canon U.S.A. Data Breach Litigation* (May 9, 2024) 120-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) 120-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. Maye, *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) 122-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.

Judicial Quotes

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.

Judicial Quotes

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, *Florentino v. Fiosports, 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)(i) and Due Process.

Judicial Quotes

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 5/2-601, 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

Judicial Quotes

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) 115 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 Yulee* (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. § 1775, 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. Katchmark, *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 (i) 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, *Brewer 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) 120 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 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. 2909-119 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. 119-md-2915, 119-cv-02915 (E.D. Va.)

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

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

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

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

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

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

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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 Court 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) 120 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 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 of law.

Judge Denise Page Hood, *Bleachtech LLC 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) 318 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 01867 (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) RJCJCCP4940 (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 Plaintiffs' 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) 119-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 Park 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. Fioreck. 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 Plaintiffs’ 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. Corrigan, 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 Azar’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 on 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 Lifetime 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.

Judicial Quotes

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. 2262-111-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. 257.) 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-cv-2692 and ***The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe*** (Oct. 27, 2020) 19-cv-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 Judgment in the Actions.

Judge M. James Lorenz, *Walters et al. v. Target Corp.* (Oct. 26 2020) 3:16-cv-1678 (S.D. Cal.)

The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Maren E. Nelson, *Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26 2020) BC 579498 (Sup. Ct. Cal.)

Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.

Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.* (Oct. 21 2020) 1:17-cv-06406 (E.D.N.Y.)

The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identities 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.

Judicial Quotes

Judge Jean Hofer 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 165 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 Lamasa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17 cv 00001 (E.D. Tex.)

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action, (ii) the definition of the certified Equitable Relief Settlement Class, (iii) the claims and issues of the Equitable Relief Settlement Class, (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires, (v) the binding effect of a class judgment on members under Fed R Civ P 23(c)(3).

Judicial Quotes

Judge Michael H. Simon, *In re Premier Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 315-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. 2613-615 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) 217 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) 117 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) 118-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) 817 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 1,079,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 117 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) 218 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) 116 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. 2420-413-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 Bettlesone, *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 16 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) 117-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 (SD 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 (SD 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.

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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 (20¹ 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. P. 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 NY)

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) 216 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) 916-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) 917 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) 214 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 Murguía, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and **Gory, LLC v. Deffenbaugh Industries, Inc. et al.** 2:13-cv-02634 (D. Kan.)

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re Shop-Vac Marketing and Sales Practices Litigation* (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.)

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.)

The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.

Judicial Quotes

Judge Eileen Bransten, *In re HSBC Bank USA, N.A.*, as part of *In re Checking Account Overdraft Litigation* (Oct 13 2016) 650562/2011 (Sup Ct NY)

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the NY CPLR, 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 NJ)

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 (SD 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 413-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, 212 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 Azar 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. TJN, 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* (April 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. § 1791 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 (27' 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 articulated 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, *Trumbley 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 222-cv-04676
<i>Guy et al. v Convergent Outsourcing, Inc.</i> (Data Breach)	W D Wash, No 222-cv-01558
<i>Farley et al. v Eye Care Leaders Holding, LLC</i> (Data Breach)	M D N C No 122-cv-00468
<i>In re Wright & Filippis, LLC Data Security Breach Litigation</i>	E D Mich, No 222-cv-12908
<i>Holden et al v Guardian Analytics, Inc. et al.</i> (Data Breach)	D N J., No 223-cv-215
<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 220-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 122-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 122-cv-06558
<i>Qureshi et al. v American University</i> (Tuition Fees)	D D C., No 120-cv-01141
<i>In re Canon U.S.A. Data Breach Litigation</i>	E D N Y., No. 120-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 320-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 121-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, NA v Agak</i> (Bank Fees)	Sup Ct Cnty of Ventura, Cal, No 56 2017-00500587-CL-CL-VTA

Legal Noticing Cases

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. 5188008
<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 Fons DAX, Inc. d/b/a Crypto.com</i> (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill. No. 2024-CH-00435
<i>Damitrovich 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>Florentino 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 2151CV03662
<i>Fernandez et al. v 90 Degree Benefits Wisconsin et al.</i>	ED 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 Yulee (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 Rimer 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>Santerra 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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Case Name	Court & Case No.
<i>Dickens et al. v. Thinx, Inc.</i> (Consumer Product)	S D N Y, No. 122-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. 119-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. 119-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</i> (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (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>Aseftine v. Chipotle Mexican Grill, Inc.</i> (Food Ordering Fees)	Cir. Ct. Cal. Alameda Cnty, No. RG21088118

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Case Name	Court & Case No.
<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 Celco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 116 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>Torretta 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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Case Name	Court & Case No.
<i>Wallace v Wells Fargo (Overdraft Fees on Uber and Lyft One Time Transactions)</i>	Sup Ct. Cal. Cnty of Santa Clara, No 17 cv 317775
<i>In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action - CIIPPs) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al v Agri Stats, Inc</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v Alaska USA Federal Credit Union (Retry Bank Fees)</i>	D. Alaska, No 319 cv 00229
<i>Fiore et al. v Ingenious Designs, LLC and HSN, Inc (My Little Steamer)</i>	E.D.N.Y., No 118 cv 07124
<i>In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)</i>	D. Minn. No 018 cv-01776
<i>Lozano v CodeMetro Inc. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego No 37 2020-00022701
<i>Yamagata et al v Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)</i>	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v Buccaneers Limited Partnership (TCPA)</i>	M.D. Fla., No 8:13-cv-01592
<i>Thompson et al v Community Bank, N.A (Overdraft)</i>	N.D.N.Y., No. 819 cv-00919
<i>Bleachtech LLC v United Parcel Service Co. (Declared Value Shipping Fees)</i>	E.D. Mich., No 214-cv-12719
<i>Silveira v M&T Bank (Mortgage Fees)</i>	C.D. Cal. No 2:19-cv-06958
<i>In re Toll Roads Litigation, Borsuk et al v Foothill/Eastern Transportation Corridor Agency et al (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No 8:16-cv-00262
<i>In re Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No 8:16 cv 00262
<i>Pearlstone v Wal-Mart Stores, Inc (Sales Tax)</i>	C.D. Cal., No. 4:17 cv 02856
<i>Zanca et al v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i>	Sup Ct. Wake Cnty N.C., No. 21-CVS-534
<i>In re Flint Water Cases</i>	E.D. Mich., No 516-cv-10444
<i>Kukorinis v Walmart, Inc. (Weighted Goods Pricing)</i>	S.D. Fla. No 1:19-cv-20592
<i>Grace v Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)</i>	N.D. Cal., No 17-cv-00551
<i>Alvarez v Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No MDL No 2567, No 14-cv-02567
<i>In re Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)</i>	M.D. Fla. No 3:15-md-02626
<i>Morris v Provident Credit Union (Overdraft)</i>	Sup. Ct. Cal. Cnty of San Fran., No CGC-19 581616
<i>Pennington v Tetra Tech, Inc. et al. (Property)</i>	N.D. Cal., No 3:18-cv-05330
<i>Maldonado et al v. Apple Inc. et al. (Apple Care iPhone)</i>	N.D. Cal., No 3:16-cv-04067

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Case Name	Court & Case No.
<i>UFCW & Employers Benefit Trust v Sutter Health et al</i> (Self-Funded Plans)	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. NC, 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 Sinngringo 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. 120-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 Hos</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 CV f/k/a Sanitarios Lamosa S.A. DE CV 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 CV f/k/a Sanitarios Lamosa S.A. DE CV 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 Premiera 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. as part of In re Checking Account Overdraft</i>	S.D. Fla., No. 110-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 (Tax Assessment Financing)</i>	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
<i>Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)</i>	N.D. Ill., No. 118-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. (Overdraft)</i>	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 (Gold Market Instrument)</i>	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<i>Zaklit et al v. Nationstar Mortgage LLC et al (TCPA)</i>	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., as part of 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 (TCPA)</i>	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 (Data Breach)</i>	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, USA</i>	S.D. N.Y., No. 15-cv-09924
<i>Tashica Fulton Green et al v. Accolade, Inc.</i>	E.D. Pa., No. 218 cv-00274
<i>In re Community Health Systems, Inc. Customer Data Security Breach Litigation</i>	N.D. Ala., MDL No. 2595, No. 215-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, Bancroft-Snell et al v. Visa Canada Corporation et al, Bakopanos v. Visa Canada Corporation et al; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</i>	Sup. Ct. of B.C., No. VLC-S-5-112003 Ontario Sup. Ct., No. CV-IT-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>	ED Wis. MDL No 2688, No 16 md-02688
<i>Wallace et al v Monier Lifetime LLC et al.</i>	Sup Ct Cal, No 5CV-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>Ratzloff et al v BOKE NA d/b/a Bank of Oklahoma et al (Overdraft Fees)</i>	Dist Ct Okla, No CJ-2015-00859
<i>Klug v Watts Regulator Company (Product Liability)</i>	D Neb, No 815-cv-00061
<i>Bias v Wells Fargo & Company et al (Broker's Price Opinions)</i>	N D Cal, No. 4:12-cv-00664
<i>Greater Chautauqua Federal Credit Union v Kmart Corp et al. (Data Breach)</i>	N D Ill., No.1:15-cv 02228
<i>Hawkins v First Tennessee Bank, N.A et al (Overdraft Fees)</i>	13th Jud. Cir. Tenn., No CT 004085-11
<i>In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)</i>	N D Cal, MDL No 2672
<i>In re HSBC Bank USA, N.A.</i>	Sup Ct N Y, No 650562/11
<i>Glasko v Independent Bank Corporation (Overdraft Fees)</i>	Cir Ct Mich, No 13-009983
<i>MSPA Claims I, 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. BOKE, N.A</i>	D. Colo., No 13-cv 01125
<i>Forgione v Webster Bank N.A (Overdraft Fees)</i>	Sup Ct Conn, No X10-UWY-cv 12-6015956-S
<i>Swift v BancorpSouth Bank, as part of In re Checking Account Overdraft</i>	N.D Fla, No. 110-cv-00090, as part of S.D. Fla, MDL No 2036
<i>Whitton v Deffenbaugh Industries, Inc. et al Gary, LLC v Deffenbaugh Industries, Inc et al</i>	D Kan, No 2:12-cv 02247 D. Kan, No. 2:13 cv-02634
<i>In re Citrus Canker Litigation</i>	11th Jud Cir Fla No 03-8255 CA 13
<i>In re Caterpillar, Inc C13 and C15 Engine Products Liability Litigation</i>	D N.J, MDL No. 2540
<i>In re Shop-Vac Marketing and Sales Practices Litigation</i>	M D Pa, MDL No. 2380
<i>Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and ArklaMiss Surgery Center, LLC v FairPay Solutions, Inc</i>	27 th Jud D Ct La., No. 12-C-1599
<i>Opelousas General Hospital Authority v PPO Plus, LLC 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, MD (A Professional Medical Corporation) v American Lifecare, Inc</i>	27th Jud D. Ct. La, No 13-C-3212
<i>Gattinella v Michael Kors (USA) Inc. et al.</i>	S.D N Y, No 14-cv-05731
<i>In re Energy Future Holdings Corp et al (Asbestos Claims Bar Notice)</i>	Bankr D Del, No 14-10979
<i>Dorothy Williams d/b/a Dot's Restaurant v Waste Away Group, Inc.</i>	Cir Ct., Lawrence Cnty., Ala., No 42-cv 2012- 90000100
<i>Adkins et al v Nestle Purina PetCare Company et al</i>	N D Ill, No 112-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. 210 cv-01505 and 110-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. 110-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. CQC-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. 212-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. 312-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 211-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. 310-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>Wolfegeher 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 811-cv-01896
<i>Gwiazdowski v County of Chester (Prisoner Strip Search)</i>	E D Pa, No 2.08 cv-04463

Legal Noticing Cases

Case Name	Court & Case No.
<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-0144B, 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. Harnell 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

Attachment 2

NexTier Bank
Settlement Administrator
P.O. Box 5596
Portland, OR 97228-5596

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
PORTLAND, OR
PERMIT NO 2882

Court-Approved Legal Notice

If you are a deposit account customer of NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and were charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, then you may be entitled to a Payment from a class action settlement.

[REDACTED]

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1



A \$165,000 settlement has been reached in a class action lawsuit against NexTier Bank, N.A. (“NexTier”, or “Defendant”) in a lawsuit claiming a breach of contract regarding Defendant’s alleged assessment or disclosure of multiple NSF fees on the alleged same item. NexTier denies the allegation in the lawsuit and the Court has not decided who is right.

You Are Receiving This Notice Because NexTier’s Records Indicate You Are Likely a Settlement Class Member. The Settlement Class includes any Person who is or was a deposit account customer of NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, inclusive, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class includes both consumer and business customers. The Settlement Class does not include any Person who held a deposit account with Mars Bank on February 16, 2024.

What the Settlement Provides. The Settlement provides for Individual Payments based on the number of Retry NSF Fees incurred by each Class Member. You do not need to file a claim to receive a payment. If the Settlement receives final approval from the Court, you will get your benefit automatically. Current customers will receive an account credit. Former customers will receive a check.

Your Options. If you do not want an Individual Payment, and you want to keep the right to sue or continue to sue the Defendant on your own about the legal issues in this lawsuit, you must file a request for exclusion **postmarked by May 19, 2025**. If you do not exclude yourself, you will remain in the Settlement Class and will lose the right to sue the Defendant about the legal issues in this lawsuit and will be bound by the Settlement. If you do not exclude yourself, you may object to the Settlement. The deadline to object is **May 19, 2025**.

The Court will hold a Final Approval Hearing on **September 3, 2025, at 9:00 a.m.**, to consider whether to approve the Settlement, attorneys’ fees, costs, and expenses, and service award payments, and hear any objections. You do not need to attend the hearing. If you file an objection that includes a notice of intention to appear, you may attend the hearing, and you may ask to speak, but you do not have to speak. You may hire your own lawyer to attend, at your own expense, but you do not need to do so. After the hearing, the Court will decide whether to approve the Settlement.

More information is available at NexTierLitigation.com or by calling toll-free 1-877-806-7572.

Attachment 3

NexTier Settlement Administrator
P.O. Box 5596
Portland, OR 97228-5596



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Court of Common Pleas of Butler County, Pennsylvania

If you are a deposit account customer of NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and were charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, then you may be entitled to a payment from a class action settlement.

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

- A settlement has been reached in a class action lawsuit against NexTier Bank, N.A. ("Defendant") in a lawsuit claiming a breach of contract regarding Defendant's alleged assessment or disclosure of multiple Insufficient Funds ("NSF") fees or Overdraft ("OD") fees on the alleged same item. Defendant denies it did anything wrong, and the Court has not decided who is right.
- The Settlement includes anyone who is a deposit account customer of Defendant NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017 and December 31, 2022, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class includes both consumer and business customers. The Settlement Class does not include any Person who held a deposit account with Mars Bank on February 16, 2024.
- If you are member of the Settlement Class, you do not need to do anything to receive your benefit. If the Settlement receives final approval from the Court, you will get your benefit automatically. Current customers will receive an account credit. Former customers will receive a check.

Please read this Notice fully and carefully; the proposed Settlement affects your legal rights.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
OPT OUT OF THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO LEGAL CLAIMS	You can choose to opt out of the Settlement by May 19, 2025 . You will keep your individual legal claims against Defendant, but you will not receive a payment from the Settlement Fund. If you opt out of the Settlement but want to recover against Defendant, you will have to file a separate lawsuit.
OBJECT TO THE SETTLEMENT	You can file an objection with the Court by May 19, 2025 , explaining why you believe the Court should reject the Settlement.
DO NOTHING	If you do nothing, you may be eligible to receive a benefit from the Settlement Fund. If you are eligible and do not exclude yourself from the Settlement, you will receive this benefit automatically. By doing nothing, you will also release your legal claims against Defendant, and you will be bound by the terms of the Settlement.

These rights and options—and the deadlines to exercise them—along with the material terms of the Settlement are explained in this Notice.

Questions? Call 1-877-806-7572 or visit www.NexTierLitigation.com.

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the proposed Settlement of a class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available and how to get settlement benefits.

The lawsuit being settled is entitled *Diana Heuser et al. v. NexTier Bank, N.A.*, Case No. AD-2023-10076. The Lawsuit is pending in the Court of Common Pleas of Butler County, Pennsylvania. The case is a “class action.” The persons who filed the lawsuits are called the “Plaintiffs” and the company sued, NexTier Bank, N.A., is called the “Defendant.”

2. What is the lawsuit about?

This lawsuit claims a breach of contract regarding Defendant’s alleged assessment or disclosure of multiple NSF fees or OD fees on the alleged same item. The Complaint can be read at www.NexTierLitigation.com.

Defendant denies the allegations in the lawsuit and is entering into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Complaint regarding Retry NSF Fees, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. The Defendant’s Preliminary Objections to Plaintiff’s Complaint can be found at www.NexTierLitigation.com. The Court has not decided who is right.

3. What is a “Retry NSF Fee”?

A Retry NSF Fee is a non-sufficient fund (“NSF”) fee and/or overdraft (“OD”) fee assessed or charged by Defendant in connection with a check or ACH payment item drawn on a checking account that (a) was resubmitted by a merchant or the merchant’s bank with a “RETRY PYMT” indicator after the initial request for payment was declined because the customer’s account had an insufficient available balance within the prior 10 calendar days or (b) was preceded by another returned check or ACH entry submitted by the same merchant or merchant’s bank in the same amount within the prior 10 calendar days.

4. Why is this lawsuit a class action?

In a class action, plaintiffs sue on behalf of all people who have similar claims. In this lawsuit, the Class Representative, Diana Heuser, is acting on behalf of all persons who fit the Class definition decided by the Court. Together, all these people are called a “Settlement Class” or “Settlement Class Members.” One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves (opt out) from the Settlement Class.

5. Why did the Parties settle?

The Court has not decided in favor of Plaintiffs or Defendant. Instead, Plaintiffs and Defendant have agreed to settle the lawsuit. Plaintiffs and the lawyers for the Settlement Class (“Class Counsel”) believe the Settlement is best for all Settlement Class Members because of the benefits of the Settlement and the risks and uncertainty associated with continued litigation.

WHO IS IN THE SETTLEMENT

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

The Court decided that the Settlement Class includes any person who is a deposit account customer of Defendant NexTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017, and December 31, 2022, inclusive, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class includes both consumer and business customers. The Settlement Class does not include any Person who held a deposit account with Mars Bank on February 16, 2024.

Questions? Call 1-877-806-7572 or visit www.NexTierLitigation.com.

HOW TO GET BENEFITS FROM THE SETTLEMENT

12. Do I have to file a claim to receive settlement benefits?

No, if the Settlement is approved, Individual Payments will be made automatically by account credit or check. You do not need to file a claim to receive an Individual Payment.

13. What happens if my contact information changes?

If you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-877-806-7572 or by writing to:

NexTier Settlement Administrator
P.O. Box 5596
Portland, OR 97228-5596

14. When will I receive my settlement benefits?

Individual Payments will be provided to Settlement Class Members by account credit or check 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.NexTierLitigation.com for updates.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed attorneys Jeffrey D. Kahel and Sophia G. Gold of Kahel Gold PLLC, Christopher Jennings and Tyler Ewigleben of Johnson Firm, and Kenneth J. Grunfeld of Kopelowitz Ostrow to represent you and the Settlement Class for purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

16. How will Class Counsel be paid?

Class Counsel will apply for an award of attorneys' fees of up to one third of the Settlement Fund, plus reimbursement of reasonable litigation costs, to be approved by the Court. Defendant agrees not to oppose an application for attorneys' fees of up to one third of the Settlement Fund, but reserves the right to oppose an application for fees in excess of that amount. Any award of attorneys' fees and expenses shall be solely determined by the Court and payable solely from the Settlement Fund.

Class Counsel may apply to the Court for a service award to the Named Plaintiff of up to \$2,500.00. Subject to the Court's approval, the service award shall be paid from the Settlement Fund.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue Defendant on your own based on the claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from, or "opting out" of, the Settlement.

17. How do I opt out of the Settlement?

If you do not want to receive an Individual Payment, and if you want to keep any right you may have to sue Defendant for the legal claims alleged in this lawsuit, you must opt out of the Settlement.

For an Exclusion Letter to be valid, it must be postmarked on or before May 19, 2025. Any Exclusion Letter should include your name, state your wishes to exclude yourself from the Settlement, and should be signed and dated.

Questions? Call 1-877-806-7572 or visit www.NexTierLitigation.com.

Your letter can simply say, "I hereby elect to be excluded from the Settlement in the *Heuser v. NexTier Bank, N.A.* class action." Your opt-out request must be postmarked by **May 19, 2025**, and sent to the following address:

NexTier Settlement Administrator
Exclusion Request
PO Box 5596
Portland, OR 97228-5596

18. What happens if I opt out of the Settlement?

If you opt out of the Settlement, you will preserve and not give up any of your rights to sue Defendant for the legal claims alleged in the Action. However, you will not be entitled to receive a payment from the Settlement.

19. If I do not opt out, can I sue the Defendant for the same thing later?

No. Unless you opt out, you give up any right to sue the Defendant for all claims and other matters released in and by the Settlement Agreement. You must opt out to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant regarding the Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I notify the Court that I do not like the Settlement?

You can object to the Settlement and/or the Application for Approval of Attorneys' Fees, Costs, and Service Awards if you do *not* opt out of the Settlement. Members of the Settlement Class who opt out of the Settlement have no right to object to how Settlement Class Members are treated. The objection must be sent to the Settlement Administrator so that it is received by **May 19, 2025**, and must include the following information:

- a) Your name, address, telephone number, the last four digits of your customer number or former customer number, and the contact information for any lawyer retained in connection with the objection or otherwise in connection with this case;
- b) A statement of the factual and legal basis for each objection and any exhibits you wish the Court to consider in connection with the objection; and
- c) A statement as to whether you intend to appear at the Final Approval Hearing, either in person or through your lawyer, and, if through your lawyer, identifying them by name, address, and telephone number.

All objections must be mailed to the Settlement Administrator so they are received by **May 19, 2025**, to the following address:

NexTier Settlement Administrator
Objection
PO Box 5596
Portland, OR 97228-5596

21. What is the difference between objecting and requesting to opt out of the Settlement?

Objecting is telling the Court that you do not believe the Settlement is fair, reasonable, and adequate for the Settlement Class and asking the Court to reject it. You can object only if you do not opt out of the Settlement. If you object to the Settlement and do not opt out, then you may be entitled to an Individual Payment if the Settlement is approved. You will release legal claims you might have against Defendant. Opting out is telling the Court that you do not want to be part of the Settlement and do not want to receive an Individual Payment or release legal claims you might have against Defendant for the legal claims alleged in this lawsuit.

Questions? Call 1-877-806-7572 or visit www.NexTierLitigation.com.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing at 9:00 a.m. on September 3, 2025, in Courtroom 3 at the Court of Common Pleas of Butler County, Pennsylvania, which is located at Government Judicial Center, 124 West Diamond Street, Butler, PA 16001. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may also decide how much of a Service Award to award the Class Representative and Class Counsel for attorneys' fees and costs. The date, time, or location of the hearing could change, so please make sure and check the Settlement Website at www.NexTierLitigation.com.

23. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend the Hearing at your own expense, but it is not necessary. If you have submitted an objection, you may want to attend.

24. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 20, above, the statement "I hereby give notice that I intend to appear at the Final Approval Hearing."

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, and if the Settlement becomes final, you will receive an Individual Payment by account credit or check. You will also give up rights explained in the "Opting Out from the Settlement" section of this Notice, including your right to start a lawsuit, continue with a lawsuit, be part of any other lawsuit, etc. against the Defendant regarding the Released Claims in this lawsuit.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.NexTierLitigation.com, by calling 1-877-806-7572, or by writing to the following address:

NexTier Settlement Administrator
P.O. Box 5596
Portland, OR 97228-5596

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERKS OFFICE
REGARDING THIS NOTICE.**

Questions? Call 1-877-806-7572 or visit www.NexTierLitigation.com.

CERTIFICATE OF SERVICE

AND NOW, this 12th day of June, 2025, I certify, as counsel for Plaintiff, that I have served on this date a true and correct copy of the Plaintiff's Unopposed Motion and supporting brief for Final Approval of the Class Action Settlement and all attachments thereto via email to the following counsel:

Michael J. Pawk
Lutz, Pawk & Black
The NexTier Center Building, Suite 102
101 E. Diamond Street
Butler, Pennsylvania 16001
mikepawk@lutzandpawklaw.com

Roy W. Arnold
Blank Rome LLP
Union Trust Building
501 Grant Street, Suite 850
Pittsburgh, Pennsylvania 15219
roy.arnold@blankrome.com


KENNETH J. GRUNFELD, ESQUIRE
Identification No.: 84121

CERTIFICATE OF COMPLIANCE

I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently than non-confidential information and documents.

Date: June 12, 2025


for KENNETH J. GRUNFELD, ESQUIRE
Identification No. 84121

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

DIANA HEUSER, on behalf of herself and all
others similarly situated,

Plaintiff,

v

NEXTIER BANK, N A ,

Defendant.

Civil Division

Case No. AD-2023-10076

Hon. Dr. S Michael Yeager

~~Proposed~~ ORDER

The Court has reviewed Plaintiff's Unopposed Motion for Final Approval of Class Action Settlement and for Award of Attorneys' Fees and Expenses and for Service Award. For good cause shown, **IT IS ORDERED**.

1 This Final Order incorporates and makes a part hereof, the Settlement Agreement and the Preliminary Approval Order. Unless otherwise provided herein, the terms defined in the Settlement Agreement and Preliminary Approval Order shall have the same meanings for purposes of this Final Order and the accompanying Final Judgment.

2. The Court has jurisdiction over this above-captioned case, and all Parties in the above-captioned Action, including but not limited to, all Class Members, for all matters relating to this Action and the Settlement Agreement, including, without limitation, the administration, interpretation, effectuation and/or enforcement of the Settlement Agreement, this Final Order, or the Final Judgment.

I. The Settlement Class

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

Any Person who is a deposit account customer of Defendant NextTier Bank, N.A., who resides in the Commonwealth of Pennsylvania and who was charged any Retry NSF Fee between January 1, 2017 and December 31, 2022, inclusive, and who does not timely and validly opt out or request exclusion from the Settlement Class. The Settlement Class shall include both consumer and business customers. The Settlement Class shall not include any Person who held a deposit account with Mars Bank on February 16, 2024.

4. The Settlement Class is hereby certified pursuant to Pennsylvania Rules of Civil Procedure 1702, 1708, 1709, and 1710.

5. The Court preliminarily determined that Plaintiff Diana Heuser met the typicality and adequacy requirements of Pennsylvania Rules of Civil Procedure 1704 and 1709, thus qualifying her to serve as class representatives of the Settlement Class. The Court hereby finally approves that appointment.

6. The Court also preliminarily determined that the following counsel for the Settlement Class met the competency requirement of Pennsylvania Rule of Civil Procedure 1709, thus qualifying them to serve as class counsel, and hereby finally approves the appointment of the following counsel as Class Counsel.

Kenneth J. Grunfeld, PA Attorney ID: 84121
KOPELOWITZ OSTROW FERGUSON WEISELBERG GILBERT
65 Overhill Road
Bala Cynwyd, Pennsylvania 19004
grunfeld@kolawyers.com
Telephone 215-967-8799
Facsimile 954-525-4300

Jeffrey D. Kalief
Sophia Goren Gold
KALIFLGOLD PLLC

1100 15th St., NW, 4th Floor
Washington, D.C. 20005
(202) 350-4783
jkaliel@kalielpllc.com
sgold@kalielgold.com

For purposes of these settlement approval proceedings, the Court finds that these attorneys are competent and capable of exercising their responsibilities as Class Counsel and have fairly and adequately represented the interests of the Class for settlement purposes.

II. Class Notice

7. The record shows, and the Court finds, that 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 Notice (i) constituted the best notice practicable to the Class under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise the Class of the pendency and nature of this Action, the definition of the 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 Class to appear at the Fairness 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 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, Pennsylvania Rule of Civil Procedure 1712 and the due process requirements of the United States Constitution.

8. Due and adequate notice of the Fairness Hearing having been given to the Class and a full opportunity having been offered to Class Members to participate in the Fairness Hearing. In that there are no opt-outs, it is hereby determined that all Class Members are bound by this Final Order and the Final Judgment.

III. Final Approval of the Settlement Agreement

9 Pursuant to Pennsylvania law, the Court finds that the Settlement is fair, reasonable and adequate, and in the best interest of the Settlement Class, as well as within a range that responsible and experienced attorney could accept considering all the relevant risks and factors and the relative merit of Plaintiffs' claims and Somerset's defenses.

10. The Court finds that the Settlement is fair, reasonable and adequate in light of the following factors:

(a) the Settlement consideration consists of a \$165,000 Settlement Fund to be distributed to Class Members, including Notice to the Class and administration of the Settlement, including the fees and expenses of the Settlement Administrator and the Notice Administrator;

(b) the Settlement was reached in the absence of collusion. It was the product of informed, good-faith, arms' length negotiations between the Parties and their capable and experienced counsel;

(c) the case was complex, expensive and time consuming and would have continued to be so through trial if the case had not settled;

(d) the Class would have faced numerous and substantial risks in establishing liability and/or damages if they decided to continue litigation rather than settle, and

(e) the Settlement amount is well within the range of reasonableness in light of the best possible recovery and the risks the parties would have faced if the case had continued.

IV. Dismissal of Claims, Release, and Injunction

11. This Action is hereby dismissed with prejudice on the merits and without costs to any party, except as otherwise provided herein or in the Settlement Agreement

12. The Court approves the parties' plan to distribute the Settlement Fund as set forth in the Settlement Agreement.

13. Named Plaintiff and each Class Member who has not opted out of the Class pursuant to the procedures set forth in the Agreement will release, discharge, and shall be deemed automatically to have fully and irrevocably released and forever discharged Defendant NextTier Bank, N.A., and all of its past, present and future predecessors, successors, parent companies, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the "Released Parties") of and from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, rights, obligations, costs, expenses, attorney's fees, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, existing or potential, liquidated or unliquidated, suspected or unsuspected, fixed or contingent, legal, statutory or equitable, based on contract, tort or any other theory, which Named Plaintiff and the Class Members now have, own or hold against any of the Released Parties that arise out of and/or relate to the assessment, charging, payment, collection, disclosure, or non-disclosure of any Retry NSF Fee during the Class Period alleged in the Complaint or in the Lawsuit or that could have been alleged in the Complaint or in the Lawsuit (the "Released Claims").

V. Payment of Attorney Fees and Costs

14 The Court approves Class Counsel's request for Attorneys' Fees in the amount of \$55,000.00, which represents one-third of the common fund, but does not award an attorneys' fee based on the substantial value of the prospective relief provided by the Settlement. The Court finds

that this amount is reasonable and appropriate under applicable law and the circumstances of this case.

15. The Court further approves Class Counsel's request for reimbursement from the Settlement fund of their out-of-pocket expenses, which amounts to \$3,141.17. The court finds that these expenses were reasonably incurred and necessary to the prosecution and settlement of the case

16 The Court further approves the Class Counsel's request for reimbursement from the Settlement fund of the Settlement Administrator's costs, which are estimated to be \$42,500.00. The court finds that these expenses were reasonably incurred and necessary to the administration of the settlement of the case

VI. Class Representative Service Award

17. The Court hereby approves Class Counsel's request of a service award of \$2,500.00 for the Class Representative, Diana Heuser, to be paid from the Settlement Fund.

18. This Service Award is warranted to compensate the Plaintiff for her contributions to the litigation and her commitment and work on behalf of the Class

VII. Other Provisions

19. The Court has jurisdiction to enter this Final Order and the accompanying Final Judgment. Without in any way affecting the finality of this Final Order or the Final Judgment, this Court expressly retains jurisdiction over the Defendants and each Class Member (including objectors) regarding the implementation, enforcement, and performance of the Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to the Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the

administration, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Settlement Administrator.

20. The Parties are hereby directed to implement and consummate the Settlement, as set forth in the terms and provisions of the Settlement Agreement.

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

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

DONE AND ORDERED, this _____ day of _____, 2025.

Judge Dr. S. Michael Yeager