FILED
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Spokane County Clerk

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR SPOKANE COUNTY

RAYMOND SUMERLIN JR., *et al.*, Plaintiffs. vs. MULTICARE HEALTH SYSTEM d/b/a: MULTICARE DEACONESS HOSPITAL and MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE; and JASON A. DREYER, DO, and LAURA DREYER, husband and wife and the marital community thereof; and, JOHN/JANE DOES 1-5 and marital communities thereof, Defendants.	NO. 23-2-01703-32 DECLARATION OF WILLIAM A. GILBERT IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTIONS FOR ORDERS CONDITIONALLY CERTIFYING CLASS AND GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AGREEMENT

I, WILLIAM A. GILBERT, declare under penalty of perjury in and for the State of Washington that the following is true and correct:

1. I am an attorney of record for Plaintiffs in the above-captioned matter. I am over the age of eighteen and competent to testify in the matters set forth below, and do so based upon my personal knowledge.

2. Attached herein as Exhibit 1 is a copy of the settlement agreement proposed between the Parties. Attached to Exhibit 1 (the Settlement Agreement) are additional exhibits, which are:

a. Exhibit A – Preliminary Approval Order (proposed)

b. Exhibit B – Declaration of Settlement Administrator Azari, and attachment;

c. Exhibit C – Short Form Notice (proposed);

d. Exhibit D – Long Form Notice (proposed);

e. Exhibit E – Judgment (proposed); and

f. Exhibit F – Plan of Allocation.

3. As Class Counsel, we have carefully evaluated the risks of moving forward through trial and have considered the risks the Settlement Classes might face on further appeal of any favorable judgment. We have concluded that the Settlement Agreement is fair, reasonable, and adequate in the best interest of the class. In addition, I have discussed this resolution with my clients who are named in this complaint, and they support the Agreement and have signed it. *Id.* As shown by our prior declarations filed in support of our previous 2023 Motion to Certify (*see* Dkt. Nos. 37-40), Class Counsel have decades of experience litigating cases, both trial and appellate, with particular expertise in medical malpractice cases, class action cases, and/or unlawful profiteering cases, or all of the above. Our varied backgrounds result in a highly skilled team to handle the claims made under the unique facts of this case, making us highly qualified to make the above-referenced evaluations and recommendations.

September 24, 2026

GILBERT LAW FIRM, P.S.



William A. Gilbert, WSBA #30592
Attorney for Plaintiffs

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CERTIFICATE OF SERVICE

I do hereby certify under penalty of perjury under the laws of the State of Washington that on the 24th day of September, 2026, I caused to be served a true and correct copy of the foregoing document on the following persons delivered in the manner indicated below:

Attorney for MultiCare: Eric. A. Norman Michelle L. Hyer FAVROS | LAW 701 Fifth Ave., Ste. 4750 Seattle, WA 98104	☐ **HAND DELIVERY** ☐ **U.S. MAIL** ☐ **FACSIMILE** ☒ **ELECTRONIC MAIL** eric@favros.com michelleh@favros.com morgan@favros.com
Co-Counsel for MultiCare: Robert F. Sestero, II Samuel C. Thilo Evens Craven & Lackie 818 W. Riverside Ave., Ste. 250 Spokane, WA 99201	☐ **HAND DELIVERY** ☐ **U.S. MAIL** ☐ **FACSIMILE** ☒ **ELECTRONIC MAIL** rsestero@ecl-law.com sthilo@ecl-law.com
Co-Counsel for MultiCare Todd Maybrown ALLEN, HANSEN, MAYBROWN & OFFENBECHER 600 University St., Ste. 3020 Seattle, WA 98101	☐ **HAND DELIVERY** ☐ **U.S. MAIL** ☐ **FACSIMILE** ☒ **ELECTRONIC MAIL** todd@ahmlawyers.com
Attorney for Dr. Jason A. Dreyer, DO and Laura Dreyer: Ryan M. Beaudoin, WSBA #30598 Jeffrey R. Galloway, WSBA #44059 WITHERSPOON BRAJCICH MCPHEE, PLLC 601 W Main, Ste. 1400 Spokane, WA 99201	☐ **HAND DELIVERY** ☐ **U.S. MAIL** ☐ **FACSIMILE** ☒ **ELECTRONIC MAIL** rbeaudoin@workwith.com jgalloway@workwith.com

Signed in Spokane, Washington, this 24th day of September 2026.

RACHEL COOK, Paralegal

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EXHIBIT 1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

RAYMOND SUMERLIN JR. and MARYANN SUMERLIN, a married couple, and MARTIN WHITNEY and SHERRYL WHITNEY, a married couple, VASHON COE, and RACHELLE LLOYD, and others similarly situated, Plaintiffs. vs. MULTICARE HEALTH SYSTEM d/b/a: MULTICARE DEACONESS HOSPITAL and MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE *and MULTICARE VALLEY HOSPITAL*; and JASON A. DREYER, DO and JANE DOE DREYER, husband and wife and the marital community thereof; and JOHN/JANE DOES 1-5 and any marital communities thereof, Defendants.	NO. 23-2-01703-32 **CLASS ACTION SETTLEMENT AGREEMENT**

Subject to the approval and modification of the Court, this Class Action Settlement Agreement ("Agreement") is entered in the above-captioned action (the "Action") between and among Plaintiffs Raymond Sumerlin Jr. and Maryann Sumerlin; Martin Whitney and Sherryl Whitney; Vashon Coe, and Rachelle Lloyd (the "Named Plaintiffs" or "Plaintiffs"), on behalf of

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themselves and the Settlement Class, and Defendants MultiCare Health System, Inc.; MultiCare Deaconess Hospital; MultiCare Valley Hospital; MultiCare Rockwood Clinic; MultiCare Rockwood Clinic Neurosurgery & Spine; and Jason A. Dreyer D.O. and Laura Dreyer (collectively "Defendants"). The Named Plaintiffs, Settlement Class, and Defendants (collectively, the "Parties") enter into this Settlement Agreement to effect a full and final settlement and dismissal of this Action.

Exhibit A	Preliminary Approval Order
Exhibit B	Declaration of [Cameron Azari, *Settlement Administrator*]
Exhibit C	Short-Form Notice
Exhibit D	Long-Form Notice
Exhibit E	Judgment
Exhibit F (see below ¶¶91 - 93)	Plan of Allocation

I. RECITALS

1. On June 3, 2022, Plaintiffs, Glenda Rae, a single person, and Isabel Lindsey and Charles Lindsey, a married couple, filed Plaintiffs' Class Action Complaint against Defendants in Pierce County Superior Court (Cause No. 22-2-06780-8).

2. On April 14, 2023, the Court entered an Order granting Defendants' Motion to Change Venue from Pierce County Superior Court to Spokane County Superior Court (Cause No. 23-2-01703-32).

3. On February 8, 2024, after Plaintiffs had filed a Motion to Certify this Action, this Court entered an Order Deferring Ruling on Plaintiffs' Motion to Certify, finding the motion to be premature at that time. The Court permitted the parties leave to readdress this Motion in the future

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when the parties believed they had sufficient information to do so. The class in this case has never been certified.

4. On February 9, 2024, this Court entered an order permitting plaintiffs to amend the complaint to add named plaintiffs and class representatives Raymond Sumerlin, Jr. and Maryann Sumerlin; and Martin Whitney and Sherryl Whitney and to withdraw Plaintiffs Isabel and Charles Lindsey as class representatives, as the Lindseys were pursuing individual claims against the Defendants in a separate action (Cause No. 23-2-04365-32), after Plaintiffs filed a motion that made those requests. [1]

5. On June 14, 2024, this Court signed and entered a stipulation acknowledging the Lindseys' decision to pursue all their individual claims against Defendants in a separate action (Cause No. 23-2-04365-32).

6. On May 15 - 16, 2025, Plaintiffs and MultiCare began to mediate this action and dispute with Keith M. Kubik of the Kubik Mediation Group and Fouad Kurdi with Resolutions, LLC. The parties engaged in two mediation sessions on these dates and had numerous discussions with the mediators, particularly Mr. Kurdi, after these mediation dates.

7. On September 25, 2025, this Court entered an order amending the civil case schedule and continuing the trial date in this action to September 8, 2026.

8. After exhaustive, arm's-length negotiations, MultiCare and Plaintiffs reached an agreement to resolve this matter on behalf of MultiCare. The terms and conditions of the confidential and privileged Mediator's Proposal dated December 23, 2025, are incorporated herein by this reference.

Thereafter, on September 11, 2026, the Dreyers and their insurer, Physicians Insurance, participated in a mediation with Plaintiffs before mediator William A. Knowles and reached a

[1] By order dated July 14, 2026, the Complaint was further amended to remove Ms. Glenda Rae as a Plaintiff Representative with Ms. Rae taking putative class member status instead, and to add Vashon Coe and Rachelle Lloyd as Plaintiff Representatives.

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global settlement resolving the claims against the Dreyers. The material terms of that settlement were circulated by email on September 11, 2026, and are incorporated herein by this reference.

9. This Action has been thoroughly litigated. The parties engaged in extensive discovery, including a vigorous motions practice and the production of thousands of documents by Defendants, the exchange of written discovery requests and responses, and over 30 discovery depositions have been taken between this and other related actions.

10. Before entering into this Agreement, Class Counsel conducted a thorough assessment of the relevant law, facts, and allegations to assess the merits and strengths of the claims and potential defenses, and based on that assessment, believe that the Agreement reflects a fair, reasonable, and adequate resolution of the Settlement Class' claims, which they continue to believe are meritorious, when balanced against the risks associated with continuing to litigate them and the time it would take to secure a recovery, if any.

II. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms used here shall have the meanings specified below:

11. "Court" means the Superior Court of Spokane County.

12. "Class" or "The Class" means all persons whose medical records confirm that one or more Spine Surgeries were performed upon them under general anesthesia by Dr. Jason Dreyer at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County during the Class Period.

13. "Class Counsel" means Gilbert Law Firm, P.S.: William A. Gilbert, Beth M. Bollinger, Ashley A. Richards; Lankford & Reed PLLC: Terrance G. Reed.

14. "Class Members" means all individuals who fall within the definition of the Class who do not exclude themselves from (opt-out of) the Class.

15. "Class Period" or "Relevant Period" means the period from and including July 23,

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2019, through March 10, 2021.

16. "Claim Form" means the form that is referenced in the Short Form Notice and Long Form Notice that is found on the settlement website and must be timely completed and submitted online by any person in the Class seeking payment. The Claim Form will have the option to be considered for Tier 1, Tier 2, and/or Tier 3 treatment as outlined in the Plan of Allocation (**Exhibit F**).

17. "Defendants" means MULTICARE HEALTH SYSTEM also d/b/a MULTICARE DEACONESS HOSPITAL, MULTICARE ROCKWOOD CLINIC / MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE, and MULTICARE VALLEY HOSPITAL (collectively, "MultiCare") as well as Jason A. Dreyer, DO, and Laura Dreyer (collectively, the "Dreyers").

18. "Defendants' Counsel" means Fain Anderson Vanderhoef Rosendahl O'Halloran Spillane, PLLC: Eric. A. Norman, Michelle Hyer, Brian Waters; Evans Craven & Lackie: Robert F. Sestero, II, and Samuel C. Thilo; Allen, Hansen, Maybrown & Offenbecher: Todd Maybrown for MultiCare, as well as Witherspoon Brajcich and McPhee, PLLC: Ryan Beaudoin, Jeffrey R. Galloway, Jon T. Burtard and Katelyn Renfro for the Dreyers.

19. "Effective Date" means the date when all of the following events have occurred: (i) the Settlement has been executed on behalf of Plaintiffs, Defendants, Class Counsel, and Defendants' Counsel; and (ii) the Court has given preliminary approval to the Settlement.

20. "Escrow Account" means an interest-bearing escrow account maintained by the Escrow Agent, subject to the Settlement Agreement and Court jurisdiction.

21. "Escrow Agent" means Epiq Class Actions & Claim Solutions Inc. ("Epiq"), the company designated by Class Counsel to maintain the Escrow Account.

22. "Escrow Agreement" means the agreement between Class Counsel and the Escrow Agent, setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

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23. "Fee and Expense Award" means such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their attorneys' fees and expenses in connection with the Action and the Settlement.

24. "Final" means, with respect to any order of a court, including the Judgment, that such order represents a final and binding determination of all issues within its scope and is not subject to further review on appeal.

25. "Final Approval Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of (a) determining whether Settlement should be finally approved as fair, reasonable, and adequate; (b) ruling on application of Service Awards; and (c) ruling on an application for a Fee and Expense Award.

26. "Final Date" means the date on which the Judgment becomes Final.

27. "Gross Settlement Fund" means the sum of Fifty-Five Million Five Hundred Thousand Dollars ($55,500,000.00) in United States currency. Of the Gross Settlement Fund, Thirty-Three Million Dollars ($33,000,000.00) shall be funded by MultiCare on behalf of MultiCare, and Twenty-Two Million Five Hundred Thousand Dollars ($22,500,000.00) shall be funded by Physicians Insurance A Mutual Company on behalf of the Dreyers.

MultiCare and Physicians Insurance A Mutual Company shall cause their respective settlement contributions to be deposited into the Escrow Account within thirty (30) days after: (a) expiration of the Opt-Out Deadline; (b) expiration of Defendants' period to exercise any contractual termination rights; and (c) entry of the Final Approval Order.

MultiCare and Physicians Insurance A Mutual Company shall pay Notice and Administration Costs as invoiced prior to funding of the Gross Settlement Fund. Any Notice and Administrative Costs paid prior to funding shall be credited pro rata against the funding obligations of MultiCare and Physicians Insurance A Mutual Company based upon their respective percentage contributions to the Gross Settlement Fund.

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28. "Long Form Notice" means the Court-approved notice to be made available on the Settlement Website, substantially in the form attached as **Exhibit D**.

29. "Judgment" means a separate judgment to be entered by the Court, pursuant to CR 54 and 58, dismissing the Action against Defendants with prejudice, listing (in an exhibit) all persons who have timely and properly opted out of the Agreement as permitted by the Court, and reserving to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Agreement. The Judgment shall be entered substantially in the form set forth in **Exhibit E**.

30. "Named Plaintiffs" or "Plaintiffs" means the named class representatives: RAYMOND SUMERLIN JR. and MARYANN SUMERLIN; MARTIN WHITNEY and SHERRYL WHITNEY; VASHON COE and RACHELLE LLOYD.

31. "Net Settlement Fund" means the Settlement Fund less (i) the Fee and Expense Award; (ii) Notice and Administration Costs; and (iii) such other costs, expenses, or amounts as may be awarded or allowed by the Court.

32. "Notice" means the Notice of Class Action Settlement in substantially the form attached hereto as Exhibits C - (Short Form Notice) and D - (Long Form Notice) and as approved by the Court.

33. "Notice Plan" means the proposed plan of providing Notice to the Settlement Class.

34. "Notice and Administration Costs" means (i) the costs, fees and expenses that are incurred in connection with the Notice Plan; (ii) any costs, fees and expenses that are incurred by the Escrow Agent; and (iii) other reasonable costs, fees and expenses that are incurred in connection with administration of the settlement, including the Plan of Allocation, which include expenses related to the Settlement Master and the designated panel of neurosurgeon spine experts who will be reviewing records for determining Tier 2 and Tier 3 claims.

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35. "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class member must serve written objections, if any, to the Agreement in accordance with **Section X** and other related terms of this Agreement to qualify them to be able to object to the Settlement.

36. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request to Opt-Out must be filed with the Settlement Administrator in accordance with **Section IX** and the other related terms of this Agreement in order for a Settlement Class member to be excluded from the Settlement Class.

37. "Parties" or "Settling Parties" means, collectively, the Named Plaintiffs and the Defendants.

38. "Plan of Allocation" means the proposed plan of allocation of the Net Settlement Fund or such other plan of allocation as the Court may approve.

39. "Preliminary Approval Order" means the order preliminarily approving this Agreement and directing the provision of notice, substantially in the form attached as **Exhibit A.**

40. "Released Claims" means, with respect to the Named Plaintiffs and Settlement Class Members, the full, final, and forever release, waiver, and discharge, to the fullest extent permitted by law or equity, of any and all claims, demands, damages of any kind (including, without limitation, economic and non-economic damages), losses, costs, expenses, attorneys' fees, liabilities, obligations, remedies, debts, and causes of action of every kind and nature whatsoever against the Released Parties, whether known or unknown, suspected or unsuspected, accrued or unaccrued, vested or contingent, direct or indirect, individual, representative, class, derivative, legal, equitable, statutory, or otherwise, arising under federal, state, local, common, foreign, or other law, rule, or regulation, that were asserted, could have been asserted, may now exist, or hereafter may be asserted, and that arise out of, relate to, are based upon, concern, result from, or share a common nucleus of operative facts with the allegations, transactions, occurrences, events,

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acts, omissions, conduct, care, treatment, services, supervision, credentialing, privileging, monitoring, employment, contracting, training, or circumstances alleged or that could have been alleged in the Action.

Released Claims include, without limitation, claims for Washington State RICO violations, corporate negligence, medical negligence, informed consent, fraud, misrepresentation, concealment, Consumer Protection Act violations, common-law claims, loss of consortium, agency, ostensible agency, respondeat superior, joint venture liability, vicarious liability, and any other theory of liability or recovery arising out of or relating in any way to the allegations in the Action, including, without limitation, claims relating to Dr. Jason Dreyer and his alleged acts or omissions.

Released Claims further include, without limitation, any and all claims arising out of or relating to the acts, omissions, treatment, care, services, supervision, credentialing, retention, training, monitoring, employment, contracting, privileges, qualifications, conduct, or professional services of Dr. Jason Dreyer.

Released Claims also include, without limitation, any claims for contribution, indemnity, apportionment, comparative fault, reimbursement, subrogation, recoupment, assignment, setoff, offset, credit, declaratory relief, injunctive relief, or other derivative or related claims that have been, could have been, or may be asserted by the Named Plaintiffs, Settlement Class Members, or any person or entity acting on their behalf against any Released Party arising out of, relating to, based upon, or sharing a common nucleus of operative facts with the allegations asserted or that could have been asserted in the Action.

Released Claims additionally include any wrongful death, survival, estate, heirship, beneficiary, consortium, dependency, successors, assigns, representatives, guardians,

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subrogation, reimbursement, or other derivative claims against the Released Parties arising from, related to, or based upon the same underlying facts, circumstances, transactions, occurrences, events, or allegations at issue in the Action, whether presently known or unknown.

Released Claims expressly include claims that the Named Plaintiffs or Settlement Class Members do not know or suspect to exist in their favor arising from, related to, or based upon the same underlying facts, circumstances, transactions, occurrences, events, or allegations at issue in the Action,as of the Effective Date and which, if known, might have affected their decision to enter into this Settlement Agreement.

41. "Released Parties" means Defendants and each of Defendants' past, present, and future predecessors, successors, assigns, trustees, parent entities, subsidiaries, affiliates, related entities, principals, officers, directors, governors, managers, members, partners, shareholders, employees, agents, servants, attorneys, advisors, consultants, representatives, insurers, reinsurers, administrators, estates, heirs, executors, personal representatives, contractors, subcontractors, physicians, medical staff, and any other person or entity acting by, through, under, for, or on behalf of any Defendant during the relevant period.

42. "Request to Opt-Out" means a timely written request from a Settlement Class member who seeks to opt out of the Settlement Class, and which complies with the requirements in **Section IX** of this Agreement.

43. "Service Award(s)" means the incentive/service awards for the Named Plaintiffs as approved by the Court.

44. "Settlement" means the terms and conditions of settlement embodied in this Settlement Agreement.

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45. "Settlement Administrator" means Epiq, which is headquartered at: 501 Kansas Avenue, Kansas City, Kansas 66105.

46. "Settlement Master" means Fouad Kurdi, (Massachusetts Board of Bar Overseers ID Number: 697432) with Resolutions, LLC, 30 Monument Square, Suite 245, Concord, Massachusetts 01742.

47. "Settlement Class" means the Dreyer Treatment Class as defined by the Court in its Order Granting Class Certification for Settlement Purposes Only, with the exception of:

a. persons who file Requests to Opt-Out in accordance with this Settlement Agreement and the Class Notice;

b. the officers and directors of Defendant; and

c. the Presiding Judge and any judicial staff involved in this Action.

48. "Settlement Class Member" means any member of the Settlement Class.

49. "Short Form Notice" means the Court-approved notice to be sent directly to the Settlement Class members (including those who may later file Requests to Opt-Out) in accordance with the Notice Plan, substantially in the form attached as Exhibit C. The Short Form Notice also will be emailed to Settlement Class members for whom an email address is available (including those who may later file Requests to Opt-Out).

50. "Spine Surgeries" or "Spine Surgery" means surgical procedures to treat conditions of the spinal column in an operating room and under general anesthesia.

51. "Taxes" means all federal, state, or local taxes of any kind imposed on, or measured by reference to or in connection with any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation or tax treatment of the Settlement Fund (including, in each case and without limitation, interest, penalties, additions to tax and the reasonable expenses of tax attorneys and accountants).

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52. "Tax Expenses" means any tax-related expenses and costs incurred in connection with the operation and implementation of this Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns or other tax-related documentation (including those described in **Section XII**)).

53. "Treas. Reg." means the United States Treasury regulations.

III. SETTLEMENT CONSIDERATION

54. In consideration of the Released Claims against the Released Parties, Defendants agree to pay the Settlement Fund for the benefit of Settlement Class members in the manner described in this Section III. The settlement fund is for claims and related damages that arise directly from the allegations in this case, which includes allegations of negligent conduct, and resulting personal physical injuries, physical sickness, and mental and emotional harm sustained by Class Members as an alleged direct and proximate result of alleged negligent conduct of Defendants and no recovery is contemplated or understood to be covered for special damages to include, without limitation, past or future medical expenses, loss of income, or other economic loss.

55. Defendants shall cause the Settlement Fund to be deposited into the Escrow Account, with the Escrow Agent, Epiq as payee, within thirty (30) days after: (a) expiration of the Opt-Out Deadline; (b) expiration of Defendants' period to exercise any contractual termination rights; and (c) entry of the Final Approval Order.

Defendants shall pay Notice and Administration Costs as invoiced prior to funding of the Gross Settlement Fund. Such amounts shall be credited against the Gross Settlement Fund when funded.

56. Other than the obligation of Defendants to cause to be paid these amounts to the Escrow Agent, Defendants shall not have any obligation to make any payment into the Escrow

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Account pursuant to this Agreement. If this Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or does not become Final for any reason, then the funds in the Escrow Account shall be promptly released and returned to Defendants (along with all accrued interest).

57. The interest earned on the Settlement Fund shall be allocated as set forth in the Plan of Allocation. If the Agreement does not become Final and the Settlement is terminated, the interest earned on the Settlement Fund shall be for the benefit of Defendants.

58. The Settlement Fund shall be used to pay (i) the Fee and Expense Award; (ii) Notice and Administration Costs; and (iii) such other costs, expenses, or amounts as may be awarded or allowed by the Court. The balance remaining in the Settlement Fund (the Net Settlement Fund) shall be distributed to Settlement Class members as provided in the Plan of Allocation.

59. Defendants shall have no responsibility or liability for the maintenance, preservation, investment, or distribution of any amount of the Settlement Fund or the Net Settlement Fund.

60. Class Counsel or the Settlement Administrator may pay from the Escrow Account, without further order of the Court, all reasonable Notice and Administration Costs. If this Agreement is terminated pursuant to its terms, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to Defendants.

61. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Final Date. All funds held by the Escrow Agent shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Agreement or further order of the Court.

62. All direct or indirect claims relating to the subject matter of this Agreement, arising out of contract or any other theory of law or arising under state or federal law, including, but not limited to, any private causes of action or subrogation or lien claims or interests of each

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class members' health care providers, insurance carriers, the Department of Labor & Industries, the Department of Social and Health Services, and any federal or state agency or programs, including, but not limited to, Medicare, Medicaid, Veterans Administration, or federal or state workers compensation programs, are the sole and separate obligation of each individual class member to pay or otherwise resolve on an individual basis. Each class member has an independent legal obligation under federal law, including, but not limited to, 42 C.F.R. § 411.24, as currently in effect or hereinafter modified, to satisfy any Medicare claim, lien or interest, against that class member individually, which is each class member's sole and separate obligation.

63. By not opting out of the Class, each individual class member acknowledges with regard to any lien or subrogation claims asserted against that individual class member's award that the individual class member will defend, indemnify, and hold harmless the Released Parties from and against all private causes of action or lien and subrogation claims, including all costs and attorney's fees incurred in the defense of such claims, up to that Class Member's individual settlement recovery allocation minus subrogation amounts already paid.

64. The Short Form Notice sent to Class Members, and the Long Form Notice found on the Settlement Administrator's website, will inform each Class Member that, by not opting out of the Class, the Class Member will be agreeing to and acknowledging that the Class Member is solely responsible for the satisfaction and discharge of all liens or subrogation claims that are the individual responsibility of that Class Member, and that no payment on a claim is made by the Settlement Administrator until the lien or subrogation claim is resolved.

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IV. RELEASE OF CLAIMS

65. The obligations incurred pursuant to this Agreement shall be a full and final disposition of the Action as against Defendants, and shall fully, finally and forever release all claims against all Released Parties.

66. Pursuant to the Judgment, upon the Final Date, Named Plaintiffs and each of the Settlement Class members, on behalf of themselves and any of their personal representatives, spouses, domestic partners, trustees, heirs, executors, administrators, predecessors, successors, or assigns shall be deemed by operation of law to have fully, finally, and forever released, relinquished, waived, discharged, and dismissed all Released Claims, and covenant not to pursue any or all Released Claims against any Released Party.

67. This Agreement expresses a compromise of disputed claims and constitutes a full and complete settlement of all claims alleged in this action against Defendants. Liability and responsibility for Plaintiffs claims are expressly denied by the Released Parties. The acceptance of this Agreement by any party or this Court shall not operate as an admission of any wrongdoing or liability on the part of the Parties Released. Defendants dispute all claims and deny that class certification is appropriate in this action except for settlement purposes only.

V. PRELIMINARY AND FINAL APPROVAL

68. After the execution of this Agreement, Class Counsel shall submit the Agreement together with its exhibits to the Court and shall move the Court for preliminary approval of the Agreement and class certification for settlement purposes only. Class Counsel shall also submit a copy of a proposed form of a Preliminary Approval Order, in substantially the form set forth attached as **Exhibit A.**

69. The Preliminary Approval Order shall:

a. Confirm the Court's certification of the Settlement Class for settlement purposes only, its appointment of the Named Plaintiffs as representatives of the Settlement Class, and its appointment of Class Counsel as counsel for the Settlement Class;

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b. Preliminarily approve the Settlement as fair, adequate, and reasonable to Settlement Class Members;

c. Determine that Class Counsel have and had the authority to execute this Settlement Agreement on behalf of the Named Plaintiffs and the Settlement Class;

d. Determine that the Notice Plan complies with all legal requirements, including but not limited to due process;

e. Appoint the Settlement Administrator, and Settlement Master.

f. Direct that Notice be given as provided in this Settlement Agreement;

g. Provide that any objections by any Settlement Class member to the Agreement shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline, such objector files with the Court a written objection and (if applicable) notice of the objector's intention to appear, and otherwise complies with the requirements in **Section X** and the other related terms of this Agreement;

h. Establish dates by which the Settling Parties shall file and serve all papers in support of the application for final approval of the Agreement, and/or in response to any valid and timely objections;

i. Schedule the Final Approval Hearing on a date ordered by the Court, to be provided in the Preliminary Approval Order, and in compliance with applicable law, to determine whether the Agreement should be approved as fair, reasonable, and adequate, and to determine whether an order granting final approval to the Agreement, and a Judgment, should be entered dismissing the Action against the Released Parties with prejudice, except as to such persons who have timely and properly excluded themselves from the Settlement Class;

j. Provide that all Settlement Class members will be bound by the order granting final approval to the Agreement and Judgment, except such persons who have timely and properly excluded themselves from the Settlement Class;

k. Subject the Settlement Fund to the continuing jurisdiction of the Court; and

l. Pending Final Approval, stay all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of this Agreement and the Preliminary Approval Order.

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70. If the court enters the Preliminary Approval and the Agreement has not otherwise been terminated, then, after the Notice Plan is implemented, after expiration of the time for members of the Settlement Class to timely and properly exclude themselves from the Settlement Agreement or to file an objection, and in accordance with the schedule set by the Court, Class Counsel shall submit to the Court a motion for final approval of the Agreement and entry of the Judgment as to the Released Parties.

71. The order granting final approval of the Agreement, a proposed form of which Class Counsel shall submit along with the reply papers in support of the motion for final approval of the Agreement (after Defendants approve such proposed form), shall:

a. Grant final approval to the Agreement as fair, adequate, and reasonable to Settlement Class members, and direct the execution of the Agreement pursuant to its terms and conditions;

b. Determine that the Notice Plan was carried out in compliance with the Court's Preliminary Approval Order, and in full satisfaction of all applicable legal requirements;

c. Dismiss the Action with prejudice as to the Released Parties, and except as expressly provided for in this Agreement, without costs, in favor of Defendants and against all Settlement Class Members;

d. Declare that the Named Plaintiffs and each and every one of the Settlement Class members unconditionally, fully, and finally releases and forever discharges each of the Released Parties from the Released Claims; and

e. Reserve to the Court exclusive personal and subject-matter jurisdiction with respect to the resolution of all matters relating to the implementation or enforcement of this Agreement and the Judgment.

72. The Judgment in favor of the Released Parties shall be submitted along with the motion for final approval of the Settlement Agreement, and shall be substantially consistent with the proposed Judgment attached as **Exhibit E** herein.

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VI. MOTION FOR FEE AND EXPENSE AWARD

73. At the time set by the Court in the Preliminary Approval Order, but no later than 21 days before the Objection Deadline, Class Counsel may apply for approval by the Court of a Fee and Expense Award, and Service Awards, to be paid from the Gross Settlement Fund. The attorneys' fees for which Class Counsel may apply shall not exceed one third (33 1/3%) of the Gross Settlement Fund. Defendant shall not object or otherwise contest Class Counsel's application for fees if those requested fees are no more than one third of the Gross Settlement Fund. Presuming the case resolves on entry of the Final Order, this award will cover all work performed and all fees and costs incurred to date as well as all work to be performed and all fees and costs to be incurred in the future in connection with the Court's approval and the administration of the Settlement.

74. Within 10 days after the Court has ruled on Class Counsel's application for a Fee and Expense Award, the Settlement Administrator shall pay from the Gross Settlement Fund any Fee and Expense Award approved by the Court into an interest-bearing trust account maintained by Class Counsel. In the event the Final Date does not occur, Class Counsel agree to repay the full Fee and Expense Award, plus interest at the rate earned by the Gross Settlement Fund, less any administrative expenses paid to date, to Defendants, within 14 days of Class Counsel's receiving written notice that Defendants are terminating the Agreement because the Final Date did not occur. Defendants shall have responsibility for the payment of any Taxes due on interest repaid.

75. Class Counsel, and any other attorneys who are allocated any portion of the Fee and Expense Award, agree, as a condition of receiving payment of any portion of the Fee and Expense Award, that they are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this **Section VI**. If Class Counsel fail to repay any portion of the Fee and Expense Award as required by this **Section VI**, the Court shall, upon application by Defendants and notice

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to Class Counsel, issue such orders as appropriate to compel compliance by Class Counsel and any other attorneys, and shall, if circumstances warrant, award reasonable attorneys' fees and expenses incurred by Defendants in connection with enforcement of the provisions of this **Section VI**.

76. Class Counsel shall have the sole and absolute discretion to allocate the Fee and Expense Award amongst Class Counsel and any other attorneys or agents. Defendants shall have no liability or other responsibility for allocation of any Fee and Expense Award.

77. The Settling Parties agree that the Court has the authority under this Agreement to issue Service Awards, and that decision whether or not to award such payment, and the amount of payment, rests in the exclusive discretion of the Court. Any Service Awards approved by the Court shall be paid from the Gross Settlement Fund within 10 days after the Final Date occurs.

78. The Parties agree that the effectiveness of this Settlement Agreement is not contingent upon the Court's approval of the payment of any attorneys' fees, attorneys' costs, or incentive awards. If the Court declines to approve, in whole or in part, an application of attorneys' fees, attorneys' costs, or incentive awards, all remaining provisions in this Settlement Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, limited to the payment of attorneys' fees, attorneys' costs, or incentive awards, or the amount thereof, shall be grounds for cancellation or termination of this Settlement Agreement.

VII. NOTICE AND SETTLEMENT ADMINISTRATION

79. As soon as practicable after the Gross Settlement Fund is deposited in the Escrow Account, the Settlement Administrator will be paid out of the Gross Settlement Fund an amount sufficient to cover the cost of the Notice Plan ("Initial Notice Payment'), as invoiced by the Settlement Administrator. This deadline for payment of the Initial Notice Payment may be extended by consent of the Settling Parties and the Settlement Administrator.

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80. After payment of the Initial Notice Payment, all subsequent amounts for Notice and Administration Costs (as invoiced by the Settlement Administrator or Escrow Agent and approved by Class Counsel) shall be paid out of the Gross Settlement Fund within 30 days after the submission of an invoice by the Settlement Administrator or Escrow Agent or the Settlement Master (Fouad Kurdi). This deadline may be extended by consent of the Settling Parties and, as applicable, the Settlement Administrator or Escrow Agent.

81. The Settlement Administrator will execute an HIPAA-Compliant confidentiality and non-disclosure agreement with Defendants and Class Counsel and will utilize best efforts to ensure that any information provided to it by Settlement Class members, or for the benefit of Settlement Class members, will be kept confidential and secure, and used solely for the purpose of effecting this Settlement.

82. At or before the time Class Counsel submits this Agreement to the Court for preliminary approval, Defendants shall provide the Settlement Administrator with the most current information it possesses regarding Settlement Class members' last known physical addresses and any other similar contact information.

83. In fulfilling its responsibility to provide notice to Settlement Class members, the Settlement Administrator shall be responsible for, without limitation, consulting on and designing the Short Form Notice and Long Form Notice to the Settlement Class, although Notices shall be substantially consistent with the Notices attached as Exhibits C and D.

84. The Settlement Administrator shall complete dissemination of the Short Form Notice to the Settlement Class Members by 30 days after entry of the Preliminary Approval Order.

85. A copy of the Agreement and exhibits thereto, the Motion for Preliminary Approval, the Motion for Fee and Expense Award, the Motion for Final Approval, and Court Orders pertaining to the Settlement shall be posted and available for download on the Settlement

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Website maintained by the Settlement Administrator. The information shall remain on the Settlement Website until distribution of all settlement benefits is substantially completed.

86. The Settlement Administrator will periodically provide information to Class Counsel and Defendant regarding objections and requests to be excluded from the Settlement Class. By the business day preceding the day on which the reply papers in support of the Motion for Final Approval of the Settlement are due, the Settlement Administrator shall inform Class Counsel and Defendant of the total number of objections to and requests to be excluded from the Settlement Class (both timely and valid, and untimely or otherwise invalid).

87. Escrow Account: The Settlement Administrator shall create, establish, and maintain the Settlement Fund as a Qualified Settlement Fund in accordance with 26 U.S.C. § 468b and its regulations, subject to the continuing jurisdiction of the Court.

88. The Settlement Master shall also be responsible for

a. Facilitating and Structuring Negotiations:

i. Managing Negotiations: Organizing and conducting in-person or virtual settlement negotiations with opposing counsel and parties;

ii. Constructing Procedures: Establishing a framework for negotiation, including setting timelines for information exchange, identifying needed data, and requiring the production of necessary documentation;

iii. Issuing Recommendations: Making findings of fact and recommendations to the court on issues related to the settlement, such as proposed plans of allocation;

iv. Enforcing Deadlines: Establishing and enforcing deadlines for various stages of the settlement process.

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b. Final oversight of Allocation Plan implementation:

i. Adjudicating Individual Claims: Designing and managing the matrix to evaluate, approve, or deny claims made by class members where necessary;

ii. Handling Disputes: Adjudicating settlement-related motions, such as disputes over individual award calculations.

89. Subject to the Court's approval, Administrative Expenses associated with the Settlement Master's duties, including, but not limited to, the Settlement Master's fees and costs, are an Administrative Expense and will be paid exclusively from the Gross Settlement Fund. Other than tier determinations, all decisions of the Settlement Master may be subject to review and approval of the Court at the request of the Parties, either collectively or individually.

90. Provided that Defendants separately pays for this service, the Settlement Administrator will send any notices required by the Class Action Fairness Act ("CAFA"). Defendants will otherwise be responsible for sending any CAFA notices.

VIII. PLAN OF ALLOCATION

91. The Plan of Allocation is set forth in **Exhibit F** to this Agreement but is not incorporated by reference herein. Defendants shall have no liability or other responsibility for the Plan of Allocation.

92. This is a Common-Fund Settlement. There will be no reversion of the Settlement Fund to Defendants upon the occurrence of the Final Date.

93. The Plan of Allocation is a matter separate and apart from the proposed Agreement and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Agreement. The Plan of Allocation is not a necessary term of this Agreement, and it is not a condition of this Agreement that any particular plan of allocation be approved by the Court. Any order relating solely to the allocation of the Net Settlement Fund

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among Named Plaintiffs and Settlement Class members or any request for further judicial review from any order relating solely thereto or reversal or modification thereof shall not operate to terminate the Agreement.

IX. OPT-OUTS

94. Any persons wishing to exclude themselves from the Agreement must submit a Request to Opt-Out to the Settlement Administrator that shall be postmarked no later than the Opt-Out Deadline.

95. A Request to Opt-Out must (i) identify the case name of the Action; (ii) identify the name and current address of the person seeking exclusion from the Settlement Agreement; (iii) be personally signed by the person seeking exclusion; (iv) include a statement clearly indicating the person's intent to be excluded from the Agreement; and (v) request exclusion only for the one person whose personal signature, or whose representative's signature, appears on the Request to Opt-Out.

96. Any person who submits a Request to Opt-Out shall not be a Settlement Class member, and this Agreement and the Judgment shall not bind such person. Each Settlement Class member who does not submit a Request to Opt-Out shall be a Settlement Class member and shall be bound by all terms of this Agreement and the Judgment.

97. Opting out of, and objecting to, this Agreement are mutually exclusive options. Any person who properly opts outs of this Agreement is not a Settlement Class member and lacks standing to object to the Agreement.

98. The Settlement Administrator shall send electronic copies of all Requests to Opt-Out to Class Counsel and counsel for Defendants. A list of the names of persons who have properly opted out under this **Section IX** shall be attached to the Judgment.

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99. To the extent permitted given ethical obligations and continued adherence to governing Rules of Professional Conduct, Plaintiff's counsel will not personally represent anyone opting out of the class.

X. OBJECTIONS

100. Any Settlement Class member who wishes to object to the Agreement must file the written objection with the Court, and send a copy of the written objection by U.S. mail to Class Counsel and Defendants' Counsel on or before the Objection Deadline, as specified in the Preliminary Approval Order.

101. The written objection must include:

a. the Case Name and Number of the Action;

b. the full name, current mailing address, telephone number, and email address of the objecting Settlement Class member and, if represented by counsel, the name, address, telephone number, and email address of his/her counsel;

c. an explanation of reasons why the Settlement Class member objects or wants the Court to disapprove of the settlement;

d. a statement of whether the objection applies only to the objector, to a specific part of the Settlement Class, or to the Settlement Class as a whole;

e. a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement, along with the caption of each case in which the objector has made such objection;

f. a statement whether the objector has sold or otherwise transferred the right to their recovery in this Action to another person or entity, and, if so, the identity of that person or entity;

g. a statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;

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h. submission of any and all evidence and supporting papers to be considered by the Court;

i. a statement of whether the objecting Settlement Class member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel; and

j. the objector's signature.

102. If an objecting Settlement Class member intends to speak at the Final Approval Hearing (whether *pro se* or through an attorney), these requirements may be excused by the Court upon a showing of good cause.

103. Any Settlement Class member who fails to substantially comply with the requirements of this Agreement governing objections shall be deemed to have waived any such objection, shall not be permitted to object to any terms or to approval of the Agreement at the Final Approval Hearing, and shall be precluded from seeking any review of the Agreement, the terms of this Agreement and the Fee and Expense Award by appeal or any other means.

XI. MODIFICATION OF TERMINATION OF SETTLEMENT AND RESERVATION OF RIGHTS

104. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest and approval of the Court; provided, however, that, after entry of the order granting final approval of the Agreement and the Judgment, the Settling Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents without further approval by the Court if such changes are consistent with the Court's order of final approval and the Judgment and do not materially alter, reduce, or limit the rights of Settlement Class members under this Agreement.

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105. Defendants shall have the right, in their sole discretion, to terminate this Agreement if more than a pre-determined number of Settlement Class members timely and validly submit Requests to Opt-Out (the "Opt-Out Threshold"). The Opt-Out Threshold is set forth in a separate Confidential Agreement Regarding Opt-Outs executed by the Parties.

The Confidential Agreement Regarding Opt-Outs may be submitted to the Court for *in camera* review and shall not be filed publically except as required by law or Court order.

Defendants may exercise their right to terminate by providing written notice to Class Counsel and the Settlement Administrator within 10 days following the date on which the Settlement Administrator informs Defendants and Class Counsel of the total number of Settlement Class members who have submitted timely and valid Requests to Opt-Out.

In the event Defendants exercise their right to terminate this Agreement: (a) this Agreement shall be null and void and of no further force or effect; (b) all settlement-related proceeds shall be vacated except that Defendants shall be responsible for the Notice and Administration Costs actually incurred by the Settlement Administrator and Escrow Agent as of the date of their termination of the Agreement; (c) the Parties shall revert to their respective positions as if this Settlement Agreement had never been negotiated or executed; and (d) no term or draft of this Agreement, nor any settlement-related communications, shall be admissible in any proceeding for any purpose, except as may be necessary to enforce this termination.

The Opt-Out Threshold shall be maintained as confidential and shall not be disclosed to the Court or the Class unless required by law or court order.

106. If this Agreement is not approved by the Court or the Agreement is terminated or fails to become Final in accordance with the terms of this Agreement, the Parties will be restored to their respective positions in the Action as of January 16, 2026. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Parties and will not be used in this Action or in any other proceeding for any purpose, and any judgment or

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order entered by the Court in accordance with the terms of this Agreement will be treated as vacated.

107. The Parties agree that the effectiveness of this Agreement is not contingent upon the Court's approval of the payment of any Fee and Expense Award. If the Court declines to approve, in whole or in part, an application for a Fee and Expense Award, all remaining provisions in this Agreement shall remain in full force and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, solely concerning the payment of a Fee and Expense Award, or the amount thereof, shall be grounds for cancellation or termination of this Agreement.

XII. TAX MATTERS

108. Each Settlement Class Member and their tax advisors, if any, shall be solely responsible for determining the tax consequences of any payment received under this Agreement. The Released Parties and their counsel shall have no liability or responsibility for any taxes, tax expenses, or tax-related reporting or compliance with respect to the Escrow Account, the Settlement Fund or any other matter contemplated by this Agreement. Without limiting the generality of the preceding sentence, (i) all material taxes and tax expenses shall be paid solely out of the Gross Settlement Fund and (ii) all material taxes and tax expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent, as instructed by the Settlement Administrator, out of the Gross Settlement Fund without the need for any further authorization (including an order from the Court).

109. The Settlement Administrator shall comply with all legal requirements regarding tax withholding, tax reporting, and tax compliance (including filing all tax returns and other returns). Class Counsel shall provide such assistance as the Settlement Administrator reasonably requests to enable the Settlement Administrator to comply with the preceding sentence. All returns filed by the Settlement Administrator shall be consistent with this **Section XII**.

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110. Notwithstanding anything in this Agreement or the Escrow Agreement to the contrary, the Settlement Administrator is hereby authorized and instructed to deduct and/or withhold from distribution to Settlement Class members any (i) taxes required to be deducted or withheld by law (including under Treas. Reg. §1.468B-2(l)(2), if applicable) and (ii) any funds necessary to pay taxes or tax expenses (including the establishment of adequate reserves for any taxes and tax expenses). Any amount deducted or withheld in accordance with this Paragraph shall be treated as having been paid to the person in respect of whom such deduction or withholding was made.

111. The Parties agree to treat the Escrow Account at all times as a qualified settlement fund for U.S. federal income tax purposes within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-5. The Parties, the Settlement Administrator, and the Escrow Agent shall, and shall cause their affiliates to, take any action reasonably necessary to ensure the Escrow Account satisfies the requirements of Treas. Reg. §§ 1.468B-1 through 1.468B-5 (including the requirement to ensure that economic performance occurs at the time of the transfer to the Escrow Account pursuant to Treas. Reg. § 1.468B-3(c)). The Settlement Administrator shall be, and hereby is, appointed the "administrator" within the meaning of Treas. Reg. § 1.468B-2(k)(3). If the Settlement Administrator cannot or will not serve as the administrator in accordance with the preceding sentence, the administrator shall be such other professional settlement administrator firm as the Parties shall reasonably select.

112. The Parties agree to cooperate with the Settlement Administrator (and any person other than the Settlement Administrator that serves as the administrator of the qualified settlement fund as described in **Paragraphs 54 - 64**), the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Agreement.

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XIII. MISCELLANEOUS

112. When a period of time in this Agreement is stated in days, the period is computed by excluding the day of the event that triggers the period; counting every day, including intermediate Saturdays, Sundays, and legal holidays; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

113. When a period of time in this Agreement is stated in "business days," however, the period is computed by excluding the day of the event that triggers the period; counting every day that is not a Saturday, Sunday, or legal holiday; and including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

114. The Settling Parties agree to cooperate in good faith and use their best efforts to effectuate all their respective obligations under the Agreement, including obtaining preliminary and final settlement approval, and all steps that may be necessary to reach the Final Date, and to do so as quickly and efficiently as practicable. If the Settling Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provision that may become necessary to effectuate the terms of the settlement embodied in the Agreement, the Settling Parties shall engage the Settlement Master and mediate the disagreement. The Settling Parties shall not seek the Court's intervention until they have exhausted the mediation process.

115. This Agreement is made in compromise of a dispute and disputed claims. Regardless of whether the Court approves this Agreement, neither this Agreement nor anything that any of the Parties stated or did during the negotiation of this Agreement will be construed or used in any manner as an admission of liability or evidence of any person's fault, liability or wrongdoing. Notwithstanding the foregoing restrictions in this Paragraph, Defendants may file

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this Agreement and the Judgment (if and when such Judgment is entered) in any action that may be or has been brought against it in order to support a defense, counterclaim or crossclaim.

116. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Named Plaintiffs and the Settlement Class:

William A. Gilbert, WSBA #30592
Beth M. Bollinger, WSBA #26645
Ashley A. Richards, WSBA #33047
Gilbert Law Firm, P.S.
421 W. Riverside, Suite 1400
Spokane, WA 99201

Terrance G. Reed, *pro hac vice*
Lankford & Reed, PLLC
120 N. St. Asaph St.
Alexandria, VA 22314

To MultiCare Defendants:

Eric A. Norman, WSBA #37814
Michelle Hyer, WSBA #32724
FAVROS Law
3131 Elliott Avenue, Suite 300
Seattle, WA 98121

Samuel C. Thilo, WSBA #43221
Evans Craven & Lackie
818 W. Riverside Ave., Suite 250
Spokane, WA 99201

To Dreyer Defendants:

Ryan Beaudoin, WSBA #30598
Jeffrey R. Galloway, WSBA #44059
Witherspoon, Brajcich McPhee PLLC
601 W. Main Ave., Ste. 1400
Spokane, WA 99201

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117. All of the Exhibits to this Agreement, with the exception of the Plan of Allocation, are an integral part of the Agreement and incorporated by reference as though fully set forth herein.

118. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Agreement was made or executed. This Agreement supersedes all prior negotiations and agreements. The Parties expressly agree that the terms and conditions of this Agreement will control over any other written or oral agreements.

119. The waiver by one party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

120. The Parties agree that the amount paid and the other terms of this Agreement were negotiated at arm's length and in good faith, including in connection with mediations conducted by a professional mediator, and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

121. This Agreement was jointly drafted by the Parties. Named Plaintiffs, Settlement Class members, and Defendants shall not be deemed to be the drafters of this Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter or otherwise resort to the *contra proferentem* canon of construction.

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

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

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124. Named Plaintiffs represent and warrant that they have not assigned, transferred, or otherwise disposed of any claim or right or interest therein as against the Released Parties to any other person or party and that they are fully entitled to release the same.

125. Each counsel or other person executing this Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

126. The following constitutes highly confidential information of Defendants and its patients: the names, addresses, social security numbers, medical records, medical imaging, medical billings, and other protected health information of its patients that can identify patients with health data. Confidential Information is meant to include any information that would be privileged and protected under the Health Insurance Portability and Accountability Act of 1996, the Uniform Health Care Information Act under RCW 70.02 and the My Health My Data Act (HB 1155).

The confidentiality of all Confidential Information shall be protected from disclosure by Class Counsel to any persons other than MultiCare Health System's counsel, clerical/administrative personnel employed by MultiCare Health System, Class Counsel, and clerical/administrative personnel employed by Class Counsel, the Settlement Administrator, agents of the Settlement Administrator (in this case, the Settlement Master and the panel of neurosurgery spine experts) and clerical/administrative personnel employed by the Settlement Administrator, and such other Persons as the Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Confidential Information.

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Seattle, WA 98104
p. 206-749-0094 • f. 206-749-0194

127. The Settling Parties mutually agree, from and after the Effective Date, not to make any statements to the media or in any public forum, orally or in writing, about this Action, or the Settlement, other than statements which are fully consistent with this Settlement Agreement, the Notice to the Settlement Class, information already made public, or the Named Plaintiffs' personal experiences. The Parties agree not to disparage each other in conjunction with any description of the conduct at issue in this claim. Any communications to the public or the media made by or on behalf of the Parties regarding the settlement will be made in good faith and will be consistent with the Parties' agreement to take all actions reasonably necessary for preliminary and final approval of the settlement. Any information contained in such communications will be balanced, fair, accurate and consistent with the content of this Settlement Agreement and the Notice to the Settlement Class. For purposes of this paragraph, the term "disparagement" means "a false and injurious statement that discredits or detracts from the reputation of another's property, product or business" Black's Law Dictionary 538 (9th ed. 2009). Nothing in this Paragraph shall preclude the parties from truthfully responding to a subpoena or a legitimate inquiry from government enforcement agency, law enforcement official, court, or any federal, state, or local government agency.

128. Neither the Settlement Administrator, Settlement Master, Escrow Agent, nor Class Counsel shall have authority to bind Defendants or alter Defendants' obligations under this Agreement absent Defendants' written consent or Court order.

129. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any conflict of laws principles that would result in applying the substantive law of a jurisdiction other than the State of Washington.

130. This Settlement will be binding upon and inure to the benefit of the parties hereto and to Class Members, and their respective marital communities (if any), bankruptcy or other estates (if any), heirs, trustees, executors, administrators, successors, and assigns. This clause

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expressly provides that all obligations (funding, cooperation, HIPAA compliance, provision of Class Lists, etc.) run to and are binding on any successors or assigns of the Defendants, and confirms that all such successors are included in the definition of "Released Parties" (¶ 41), and in the event of a transfer or other complication in funding the settlement or otherwise honoring it, these successors must honor the settlement.

131. Bankruptcy / Insolvency Protections

a. The settlement is intended to be treated as a fully executed, court-approved compromise of disputed claims under applicable bankruptcy standards.

b. This clause expressly acknowledges notice of, and compliance with 11 U.S.C.§ 363 and § 547/548.

132. CLASS MEMBER SIGNATORIES: It is agreed that because the members of the Class are numerous, it is impossible or impractical for each member of the Class to execute this Settlement. The Short Form Notice (attached as Exhibit C hereto) will advise the Class of the binding nature of the release, and the releases contained herein will have the same force and effect as if this Settlement was executed by each member of the Class .

133. COUNTERPARTS: This Settlement may be executed in counterparts and by facsimile signatures, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original and, when taken together with other signed counterparts, will constitute one Settlement Agreement binding upon and effective as to all Parties and members of the Class.

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IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement between the Class Representatives, on behalf of the Class, and Defendants as of the date(s) set forth below:

Class Representative, on behalf of themselves and the Class:

See Attached
RAYMOND SUMERLIN JR. Date: _____

See Attached
MARYANN SUMERLIN Date: _____

Maria Emerson
Guardian of
MARTIN WHITNEY Date: 9/23/26

See Attached
SHERRYL WHITNEY Date: _____

Vashon Coe
VASHON COE Date: 9/23/26

Rachelle Lloyd
RACHELLE LLOYD Date: 9/23/26

_____
JASON A. DREYER, D.O. Date: _____

_____
LAURA DREYER Date: _____

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Class Representative, on behalf of themselves and the Class:

RAYMOND SUMERLIN JR. Date: 9/23/26

MARYANN SUMERLIN Date: 9/23/26

MARTIN WHITNEY Date: _____

SHERRYL WHITNEY Date: _____

VASHON COE Date: _____

RACHELLE LLOYD Date: _____

JASON A. DREYER, D.O. Date: _____

LAURA DREYER Date: _____

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MARYANN SUMERLIN Date: _____

MARTIN WHITNEY Date: _____

SHERRYL WHITNEY Date: 9/23/26

VASHON COE Date: _____

RACHELLE LLOYD Date: _____

JASON A. DREYER, D.O. Date: _____

LAURA DREYER Date: _____

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Class Representatives, on behalf of themselves and the Class:

RAYMOND SUMERLIN JR. Date: _____

MARYANN SUMERLIN Date: _____

MARTIN WHITNEY Date: _____

SHERRYL WHITNEY Date: _____

VASHON COE Date: _____

RACHELLE LLOYD Date: _____

JASON A. DREYER, D.O. Date: 09/23/2026

LAURA DREYER Date: 09/23/2026

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All MultiCare Defendants:

By: Martha E. Raymond Date: 9/24/2026

Name: Martha E. Raymond

Title: VP, System Risk Officer

Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants)

By: _____ Date: _____

Name: _____

Title: _____

Reviewed and Approved by Counsel:

GILBERT LAW FIRM, P.S., Class Counsel, on behalf of the Named Plaintiffs and Settlement Class:	FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health System, Inc.:
By _____ William A. Gilbert, WSBA # 30592 Beth M. Bollinger, WSBA #26645 Ashley A. Richards, WSBA#33047 421 W. Riverside, Suite 1400 Spokane, WA 99201 bill@wagilbert.com beth@wagilbert.com By _____ Terrance G. Reed, *pro hac vice* Lankford & Reed, PLLC 120 N. St. Asaph St. Alexandria, VA 22314 tgreed@lrfirm.net	By _____ Eric A. Norman, WSBA #37814 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 eric@favros.com

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Seattle, WA 98104
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All MultiCare Defendants:

By: _____ Date: _____
Name: _____
Title: _____

Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants)

By: DocuSigned by: kari Adams 3939CB87097D4D9... Date: 23-09-26 | 15:23 PDT

Name: Kari Adams

Title: Senior Vice President, Claims

Reviewed and Approved by Counsel:

GILBERT LAW FIRM, P.S., Class Counsel, on behalf of the Named Plaintiffs and Settlement Class:	FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health System, Inc.:
By _____ William A. Gilbert, WSBA # 30592 Beth M. Bollinger, WSBA #26645 Ashley A. Richards, WSBA#33047 421 W. Riverside, Suite 1400 Spokane, WA 99201 bill@wagilbert.com beth@wagilbert.com By _____ Terrance G. Reed, *pro hac vice* Lankford & Reed, PLLC 120 N. St. Asaph St. Alexandria, VA 22314 tgreed@lrfirm.net	By _____ Eric A. Norman, WSBA #37814 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 eric@favros.com

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All MultiCare Defendants:

By: _____ Date: _____
Name: _____
Title: _____

Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants)

By: _____ Date: _____

Name: _____

Title: _____

Reviewed and Approved by Counsel:

GILBERT LAW FIRM, P.S., Class Counsel, on behalf of the Named Plaintiffs and Settlement Class:	FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC, on behalf of Defendant MultiCare Health System, Inc.:
By _____ William A. Gilbert, WSBA # 30592 Beth M. Bollinger, WSBA #26645 Ashley A. Richards, WSBA#33047 421 W. Riverside, Suite 1400 Spokane, WA 99201 bill@wagilbert.com beth@wagilbert.com By _____ Terrance G. Reed, *pro hac vice* Lankford & Reed, PLLC 120 N. St. Asaph St. Alexandria, VA 22314 tgreed@lrfirm.net	By *Eric Norman- Approved* _____ Eric A. Norman, WSBA #37814 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 eric@favros.com

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WITHERSPOON BRAJCICH MCPHEE PLLC, on behalf of Defendants Jason A. Dreyer DO and Laura Dreyer By *Ryan Beaudoin- Approved* Ryan Beaudoin, WSBA #30598 Jeffery R. Galloway, WSBA #44059 Jon T. Burtard, WSBA #62098 Katelyn C. Renfro, WSBA# 62866 601 W. Main Ave., Ste. 1400 Spokane, WA 99201 rbeaudoin@workwith.com jgalloway@workwith.com jburtard@workwith.com jburtard@workwith.com krenfro@workwith.com	KENNEDYS CMK LLP, on behalf of Physicians Insurance A Mutual Company (as Payor for Dreyer Defendants) By *Terri Sutton- Approved* Terri Sutton, WSBA #44842 Katherine Saint Germain WSBA #46447 920 Fifth Avenue, Suite 810 Seattle, WA 98104 Terri.sutton@kennedyslaw.com Katherine.SaintGermain@kennedyslaw.com

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FILED

JAN 21 2026

TIMOTHY W. FITZGERALD
SPOKANE COUNTY CLERK

SUPERIOR COURT OF WASHINGTON, COUNTY OF SPOKANE

IN THE MATTER OF THE GUARDIANSHIP/CONSERVATORSHIP OF: **MARTIN D. WHITNEY**	CASE NO. 24-4-01448-32 **LETTERS OF GUARDIANSHIP/CONSERVATORSHIP** ***(LTRGDN)*** ***DATE LETTERS EXPIRE: JANUARY 31, 2027***

THESE LETTERS OF GUARDIANSHIP/CONSERVATORSHIP PROVIDE OFFICIAL VERIFICATION OF THE FOLLOWING: On **JUNE 11, 2024** the Court appointed **MARIA EMERSON** to serve as:

☒ Guardian of the **Person** ☒ Full ☐ Limited

☒ Conservator of the **Estate** ☒ Full ☐ Limited

for the above referenced matter.

The Guardian/Conservator has fulfilled all legal requirements to serve, including, but not limited to: Taking and filing the oath; filing any bond consistent with the court's order; filing any blocked account agreement consistent with the court's order; and appointing a resident agent for a nonresident guardian.

The Court, having found the Guardian/Conservator duly qualified, now makes it known **MARIA EMERSON** is authorized as the GUARDIAN/CONSERVATOR for the above-named person designated in the Court's order as referenced above. The next filing and reporting deadline in this matter is on: SEPTEMBER 30, 2026

THESE LETTERS ARE NO LONGER VALID ON JANUARY 31, 2027

These letters can only be renewed by a new court order. If the court grants an extension, new letters will be issued.

This matter is before the Spokane Superior Court, the seal of the Court being affixed hereto on the date affixed below.

Dated: January 21, 2026

TIMOTHY W. FITZGERALD, SPOKANE COUNTY CLERK

By ZOE DORSEY,
Deputy Clerk

State of Washington)
)ss
County of Spokane)

As Clerk of the Superior Court of Spokane County, I certify that this document represents true and correct Letters of Guardianship/Conservatorship in the above entitled case, entered upon the record on the date affixed hereto. These letters remain in full force and effect until the date of the expiration set forth above.

TIMOTHY W. FITZGERALD, SPOKANE COUNTY CLERK

Dated: **January 21, 2026**

By: _____

Deputy Clerk

EXHIBIT A

William A. Gilbert, WSBA #30592
Gilbert Law Firm, P.S.
421 W. Riverside Ave, Suite 1400
Spokane, WA 99201
T: 509·321·0750
F: 509·343·3315
E: bill@wagilbert.com
Attorney for Plaintiff

THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SPOKANE

RAYMOND SUMERLIN, JR. Et al., Plaintiffs and others similarly situated; v. MULTICARE HEALTH SYSTEM d/b/a: *MULTICARE DEACONESS HOSPITAL* and *MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE and MULTICARE VALLEY HOSPITAL;* and JASON A. DREYER, DO and JANE DOE DREYER, husband and wife and the marital community thereof; and JOHN/JANE DOES 1-5 and any marital communities thereof. Defendant(s).	NO. 23-2-01703-32 [PROPOSED] ORDER GRANTING CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY AND FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT **CLERK'S ACTION REQUIRED**

This matter comes before the Court on Plaintiffs' two unopposed motions, as they relate to the case against Defendant MultiCare Health System also d/b/a MultiCare Deaconess Hospital, MultiCare Rockwood Clinic Neurosurgery & Spine and MultiCare Valley Hospital, as

well as Jason A. Dreyer DO and Laura Dreyer (collectively "Defendants"), *i.e.,* for (a) certification of the proposed class for settlement purposes only and (b) preliminary approval of the settlement agreement between Plaintiffs and Defendants under CR 23. The Court grants both motions.

BACKGROUND

On June 3, 2022, this class action was brought against Defendants. The case was initially filed in Pierce County and was transferred to Spokane County by Order of April 14, 2023. Plaintiffs filed a motion to certify in November 2023, a ruling upon which was deferred pending further discovery. Trial is currently set for September 8, 2026.

On September 23, 2026, Plaintiffs executed a settlement agreement with Defendants.

Having reviewed the settlement agreement and considered the parties' submissions in support of certification of the class for settlement purposes only and preliminary approval of the settlement, the Court now FINDS and ORDERS as follows:

I. GENERAL

1. Settlement Terms: Unless otherwise defined herein, all terms in this order shall have the meanings ascribed to them in the Settlement Agreement.

2. Jurisdiction: The Court has jurisdiction over the subject matter of the Action, the Parties, and all persons in the Class.

3. Scope of Settlement: The Settlement Agreement ("Agreement") resolves all Class claims alleged against the Defendants in the Third Amended Complaint filed in the Court on July 14, 2026. (*See* Dkt. 523).

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II. APPROVAL

4. Preliminary Approval of Proposed Settlement Agreement: The Court has conducted a preliminary evaluation of the Settlement Agreement and finds that it is fair, adequate and reasonable, such that Notice may issue, a Settlement Administrator and a Settlement Master may be appointed, and that a procedure may be established for final approval.

5. Class Certification for Settlement Purposes Only: Pursuant to CR 23, the Court conditionally certifies, for purposes of this Settlement, the following Settlement Class:

> All patients whose medical records confirm that one or more spine surgeries were performed upon them under general anesthesia by Dr. Jason Dreyer at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County during the class period (i.e., July 23, 2019 through March 10, 2021).

6. In connection with this conditional certification, the Court makes the following preliminary findings:

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether the Settlement should be approved;

(c) The Named Plaintiffs' claims appear to be typical of the claims being resolved through the Settlement;

(d) The Named Plaintiffs and their Counsel appear to be capable of fairly and adequately protecting the interests of all members of the Settlement Class in connection with the Settlement;

(e) For purposes of determining whether the Settlement Agreement is fair, reasonable, and adequate, common questions of law and fact appear to predominate over

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questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement as a class;

(f) For purposes of the Settlement, certification of the Settlement Class appears to be superior to other available methods for the fair and efficient settlement of the claims of the Settlement Class.

7. Class Representative: The Court appoints the Named Plaintiffs to act as class representatives of the Settlement Class pursuant to CR 23.

8. Class Counsel: The Court appoints the Gilbert Law Firm and Lankford & Reed PLLC as Class Counsel pursuant to CR 23.

III. NOTICE AND SETTLEMENT ADMINISTRATION

9. The Court approves the proposed plan for mailing class notice to the Settlement Class ("Notice Plan") and email notice as laid out in the Settlement Agreement and in the Declaration of Cameron Azari, which is attached as an exhibit to the Settlement Agreement. It also approves the Short Form Notice and the Long Form Notice, each of which is attached to the Settlement Agreement as an exhibit.

10. The Court approves Epiq Class Action and Claims Solutions, Inc. as Settlement Administrator and directs and authorizes it to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement and this Order.

11. The Court approves Fouad Kurdi, with Resolutions, LLC, as Settlement Master and directs and authorizes Mr. Kurdi to carry out all duties and responsibilities of the Settlement Master as specified in the Settlement Agreement and this Order. The Settlement Master shall act consistent with the Settlement Agreement and shall have no authority to alter Defendants'

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obligations under the Settlement Agreement absent written agreement between the Parties or further order of the Court.

12. The Court finds that the Notice Plan complies with CR 23, conforms with due process, affords the best notice practicable under the circumstances, and is reasonably calculated to apprise members of the Settlement Class of the effect of the Settlement Agreement, including the Settlement Agreement's releases; its application of the three-tiered claim process; the anticipated motion for a Fee and Expense Award and Service Awards ("Fee Motion"); and members' rights to exclude themselves from or object to the Settlement Agreement or Fee Motion.

13. The Court finds that the administration of the Settlement Agreement, as contemplated by the Declaration of Cameron Azari, is fair, adequate and reasonable.

14. Upon the date of the issuance of this Order, MultiCare will provide the Settlement Administrator a copy of the list of class members along with last known contact information, including email addresses and current mailing addresses.

15. Defendants shall cause the Settlement Fund to be deposited into the Escrow Account in accordance with the terms of the Settlement Agreement, and will fund Notice and Administration Costs in the meantime, also in accordance with the terms of the Settlement Agreement.

16. Also by _____ [30 days after the issuance of this Order], the Settlement Administrator shall have completed dissemination of the Short Form Notice and shall have made the Settlement Website prepared for use by Settlement Class Members.

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17. The Settlement Administrator shall make all necessary efforts and precautions to ensure the security and privacy of Settlement Class Members' information and protect it from loss, misuse, unauthorized access and disclosure, and to protect against any reasonably anticipated threats or hazards to the security of Settlement Class Members' information. It will not use the information provided by Defendants or Class Counsel in connection with this Settlement Agreement of the Notice Plan for any purpose other than effecting the Notice Plan or administering the Settlement Agreement and Plan of Allocation.

IV. OPT-OUTS

18. A Settlement Class Member who seeks to be excluded from the Settlement must submit to the Settlement Administrator a Request to Opt-Out that shall be postmarked no later than _____ [90 days after the issuance of this Order]. .

19. A request to opt-out must (i) identify the case name of the Action (*Sumerlin v. MultiCare Health System*, Spokane County Superior Court Case No. 23-2-01703-32); (ii) identify the full name and current address (to confirm identity) of the person seeking exclusion from the Settlement Agreement; (iii) personally be signed by the person seeking exclusion; (iv) include a statement clearly indicating the person's intent to be excluded from the Agreement; and (v) request exclusion only for the one person whose personal signature, or whose representative's signature, appears on the request to opt-out.

20. Any person who submits a timely request to opt-out shall not be a Settlement Class Member, and this Settlement Agreement and the Judgment shall not bind such person. Each Settlement Class member who does not submit a request to opt-out (including any Settlement Class Member who submits a request for exclusion that is postmarked later than

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_____) [90 days after the issuance of this Order] shall be a Settlement Class Member and shall be bound by all terms of this Settlement Agreement and the Judgment.

21. All Settlement Class members will be bound by all determinations and judgments in the Action, whether favorable or unfavorable to the Settlement Class, except such persons who have timely and properly excluded themselves.

V. OBJECTIONS

22. A Settlement Class Member who wishes to object to the Settlement Agreement and/or Fee Motion must object in writing, file the written objection with the Court, and send a copy of the written objection by U.S. mail to Class Counsel and to Defense Counsel for both MultiCare and the Dreyers no later than _____ [90 days after the issuance of this Order].

23. To be considered by the Court, an objection must include (i) the case name and number of the Action (*Sumerlin v. MultiCare Health System*, Spokane County Superior Court Case No. 23-2-01703-32); (ii) the full name, current mailing address, telephone number, and email address of the objecting Settlement Class Member and, if represented by counsel, of his/her counsel; (iii) a statement of whether the objection applies only to the objector, to a specific part of the Settlement Class, or to the Settlement Class as a whole; (iv) a statement of the number of times in which the objector (and, where applicable, objector's counsel) has objected to a class action settlement, along with the caption of each case in which the objector (and, where applicable, objector's counsel) has made such objection; (v) a statement if the objector has sold or otherwise transferred the right to recovery in this Action to another person or entity and, if so, the identity of that person or entity; (vi) a statement of the specific grounds of the objection,

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including any legal and factual support and any evidence in support of the objection; (vii) any and all evidence and supporting papers to be considered by the Court; (viii) a statement whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing and, if so, whether personally or through counsel; and (ix) objector's signature.

24. Any Settlement Class Member who fails to substantially comply with the requirements governing objections shall be deemed to have waived any such objection, shall not be permitted to object to any terms or to approval of the Settlement Agreement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement Agreement, its terms, any Fee and Expense Award, or any Service Awards by appeal or any other means. All Settlement Class members will be bound by all determinations and judgments in the Action, whether favorable or unfavorable to the Settlement Class.

VI. CLAIMS

25. A Settlement Class Member who wishes to submit a claim for cash payment under Tier 1, or seeks to be considered for cash payment under Tier 2 or Tier 3, the Settlement Class Member must submit such a claim online no later than _____ [90 days after the issuance of this Order].

VII. FINAL APPROVAL

26. No later than _____ [at least 21 days before Objections are due], Class Counsel shall file all papers in support of a Fee and Expense Award and Service Awards. Any response papers shall be filed by _____ [90 days after the issuance of this Order and the day of the Objection/Opt-Out deadlines]. Any reply papers shall be filed no later than [100 days after the issuance of this Order].

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27. No later than _____, 2026 [100 days after the issuance of this Order], Class Counsel shall file all papers in support of the application for an order granting final approval of the Settlement Agreement and Final Judgment. Any opposition to the application for final approval shall be filed by _____ [110 days after the issuance of this Order]. Any response to any Objection received, and to update the Court regarding notice and administration shall be filed by _____ 2026 [100 days after the issuance of this Order].

28. To the extent required by the Class Action Fairness Act ("CAFA") under 28 U.S.C. § 1715, Defendants shall cause any required notice to be served upon the appropriate federal and state officials within ten (10) days after the Settlement Agreement and Motion for Preliminary Approval have been filed with the Court.

The Final Approval Hearing shall not occur until the time under applicable CAFA laws following service of any notices required under 28 U.S.C. § 1715 has expired.

Prior to the Final Approval Hearing, Defendants shall file a declaration or other appropriate evidence with the Court to evidence compliance with any applicable notice obligations under CAFA.

Nothing in this Order shall be construed as a determination by the Court that 28 U.S.C. § 1715 applies to the Settlement Agreement. The Parties reserve all rights with respect to the applicability and interpretation of that statute in relation to this case and Settlement.

29. The Final Approval Hearing shall be held by the Court on _____, 2026 [120 days after the issuance of this Order, or other comparable date chosen by the Court], beginning at _____ [a.m./p.m.] to determine whether the Settlement Agreement should be approved as fair, reasonable and adequate; whether an order granting final approval to the

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Settlement Agreement, and a Judgment, should be entered dismissing the Action with prejudice, except as to such persons who have timely and properly excluded themselves from the Settlement Class; and whether and/or to what extent Class Counsel's application for a Fee and Expense Award and Service Awards should be granted.

30. Class Counsel's application for a Fee and Expense Award and Service Awards will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any appeal from any order relating solely to Class Counsel's application for a Fee and Expense Award and Service Awards, or any reversal or modification to any such order, shall not operate to terminate, vacate, or cancel the Settlement Agreement.

31. Upon deposit, the Settlement Fund shall be subject to the continuing jurisdiction of the Court.

32. Pending the Final Approval Hearing, all proceedings in this Action have been stayed by Order dated August 18, 2026 (Dkt. 532) and will continue to be stayed, other than the proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement and/or this Order.

33. Counsel for Defendants and Class Counsel are authorized to utilize all reasonable procedures in connection with the administration of the Settlement Agreement which are not materially inconsistent with either this Order or the Settlement Agreement.

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IT IS SO ORDERED.

DONE this ____ day of _____, 2026.

_____
THE HONORABLE JULIE M. McKAY

Presented by:

GILBERT LAW FIRM, P.S.

By: _____

William A. Gilbert, WSBA #30592
Beth M. Bollinger, WSBA # 26645
Ashley A. Richards, WSBA # 33047
Terrance G. Reed, *Pro Hac Vice*
Attorneys for Plaintiffs

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EXHIBIT B

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SPOKANE

RAYMOND SUMERLIN JR. and MARYANN SUMERLIN, a married couple, and MARTIN WHITNEY and SHERRYL WHITNEY, a married couple, and others similarly situated, Plaintiffs, vs. MULTICARE HEALTH SYSTEM d/b/a: MULTICARE DEACONESS HOSPITAL and MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE and MULTICARE VALLEY HOSPITAL; and JASON A. DREYER, DO and JANE DOE DREYER, husband and wife and the marital community thereof; and JOHN/JANE DOES 1-5 and any marital communities thereof, Defendants.	Case No. 23-2-01703-32 **AMENDED DECLARATION OF CAMERON R. AZARI, ESQ. IN SUPPORT OF SETTLEMENT NOTICE PLAN**

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

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

2. I am a nationally recognized expert in the field of legal notice and 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 notice plans.

4. Epiq Legal Noticing has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 700 cases, including more than 75 multidistrict litigation settlements, Epiq Legal Noticing has prepared notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq Legal Noticing, and those decisions have invariably withstood appellate and collateral review.

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) *Rodriguez, et al. v. Google LLC, 20-cv-04688* (N.D. Cal.), is a landmark privacy lawsuit for which Epiq implemented an extensive notice program with one of the largest, if not the largest email campaign ever for a class action lawsuit, sending more than 369 million email notices. The email notices were successfully delivered to approximately 93.1% of the class who were sent an email notice. The reach of the individual notice effort was enhanced by a media plan that included digital and social media notice that generated over 178 million impressions, sponsored search listings, and a case website. Overall, the Class Notice Plan reached well in excess of 85% of the Class.

b) *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.

c) *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.

d) *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.

e) *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.

f) *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.

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

h) *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.

i) *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).

j) *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 my firm's testimony as to which method of notification is appropriate for a given case, and I have testified on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. Numerous court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in 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 details the amended Settlement Notice Plan ("Notice Plan") and Notices (the "Notice" or "Notices") proposed here for *Sumerlin et al. v. MultiCare Health Systems et al.,* Case No. 23-2-01703-32, in the Superior Court of the State of Washington for Spokane County. Previously, I executed my *Declaration of Cameron R. Azari, Esq. in Support of Settlement Notice Plan* ("Notice Plan Declaration") on March 26, 2026, which described the proposed Notice Plan, detailed Epiq's class action experience, and attached Epiq's *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice programs.

DATA PRIVACY AND SECURITY

10. Epiq has procedures in place to protect the security of data for the Class. As with all cases, Epiq maintains extensive data security and privacy safeguards in its official capacity as the Settlement Administrator for this Action. A Service Agreement, which formally retains Epiq as the Settlement Administrator, governs Epiq's Settlement Administration responsibilities for the Action. Epiq maintains adequate insurance in case of errors.

11. As a data processor, Epiq performs services on data provided, only as those outlined in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of its services to a client. For this Action, Class Member data will be provided directly to Epiq. Epiq does not use such information or information provided by Class Members for any other purpose than the administration of this Action, specifically the information is not used, disseminated, or disclosed by or to any other person for any other purpose.

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

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

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

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

15. Epiq holds several industry certifications including: Trusted Information Security Assessment Exchange ("TISAX"), Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to Health Insurance Portability and Accountability Act ("HIPAA"), National Institute of Standards and Technology ("NIST"), and Federal Information Security Management Act ("FISMA") frameworks. Epiq follows local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to

facilitate and monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

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

NOTICE PLAN METHODOLOGY

17. Civil Rule (CR) 23 of the Washington Superior Court Rules directs that the best notice practicable under the circumstances must include "individual notice to all members who can be identified through reasonable effort."[1] The Notice Plan will satisfy this requirement.

18. The Notice Plan is designed to reach the greatest practicable number of Class Members. Given our experience with similar notice efforts, we expect that the Notice Plan individual notice efforts via email and mail to identified Class Members will reach approximately 90% of the identified Class. The reach will be further enhanced by a newspaper publication and a settlement website. In my experience, the Notice Plan is consistent with other court-approved notice plans, is the best notice practicable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[2]

[1] CR 23(a) and CR 23(c)(2).

[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.

NOTICE PLAN DETAIL

19. The Notice Plan is designed to provide notice to the following "Class," defined in the Settlement Agreement as:

> [A]ll persons whose medical records confirm that one or more Spine Surgeries were performed upon them under general anesthesia by Dr. Jason Dreyer at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County during the Class Period.
>
> Class Period means the period from and including July 23, 2019, through and including March 10, 2021.

NOTICE PLAN

Individual Notice

20. It is my understanding from Counsel for the parties that Epiq will be provided data for identified Class Members, which will include names, email addresses (where available), and last-known physical addresses. An Email Notice will be sent to identified Class Members for whom a valid email address is available, and a Short Form Notice will be sent via United States Postal Service ("USPS") first class mail to identified Class Members with an associated physical address. Class Members with both a valid email address and an associated physical address will be sent an Email Notice and a Short Form Notice.

Individual Notice – Direct Mail

21. Epiq will send a Court-approved Short Form Notice to identified Class Members with an associated physical address. The Short Form Notice will be sent via USPS first class mail. The Short Form Notice will clearly and concisely summarize the Settlement and the legal rights of the Class Members. The Short Form Notice will also direct Class Members to the settlement website where they can access the Long Form Notice and additional information about the Settlement.

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 . . .").

22. Prior to mailing the Short Form Notices, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the USPS.[3] In addition, the addresses will be 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.

23. The return address on the Short Form Notices will be a post office box that Epiq will maintain for this Settlement. The USPS will automatically forward Short Form Notices with an available forwarding address order that has not expired ("Postal Forwards"). Short Form Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found using a third-party lookup service. This process is also commonly referred to as "skip-tracing." Upon successfully locating better addresses, Short Form Notices will be promptly re-mailed.

Individual Notice – Email Notice

24. Epiq will send an Email Notice to identified Class Members for whom a valid email address is available, using the contents of the Short Form Notice that is being delivered by direct mail. Prior to sending the Email Notices, email validation and hygiene tools will be used to standardize the email addresses, verify whether the email addresses are valid, and identify and remove email addresses that are a fraud/reputation threat – such as email addresses maintained by bots, spammers, and phishers. This is a necessary and critical process for the effectiveness of email campaigns today. Without being proactive and using these tools, Email Notices inadvertently sent to bad actor email addresses could jeopardize and damage the reputation of the entire email

[3] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

campaign; likely causing the campaign itself to be flagged and blocked as a source of spam, preventing or delaying Email Notices from being sent to valid email addresses of Class Members.

25. In addition, the following industry standard best practices will be followed. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message avoid SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy-to-read text combined with intentional use of some graphic elements, that in our experience will increase engagement without increasing the likelihood that the message could be blocked. The Email Notices will be sent from an IP address or multiple IP addresses known to major email providers as being associated with a legitimate bulk email sender. A digital signature and unique message identifier will be transmitted with each Email Notice, allowing Email Service Providers and Email Monitoring Services to programmatically authenticate that the Email Notices are from authorized email servers. The Email Notice will also include an embedded link to the settlement website. By clicking the link, recipients will be able to access the Long Form Notice and additional information about the Settlement.

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

Publication Notice

27. A Publication Notice will appear twice in the following regional newspaper:

Regional Print	*Distribution*	*Frequency*	*Ad Size*
Spokane Spokesman-Review	Spokane, WA	Mon-Fri	1/4 Page

Sponsored Search Listings

28. To facilitate locating the settlement website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*.

When visitors to these search engines search for selected keyword combinations related to the Settlement, the sponsored search listing advertisement created for this Settlement will be displayed. Generally, the sponsored search listing advertisement will appear at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be displayed within a 50-mile radius around Spokane, Washington. All sponsored search listings will link directly to the settlement website.

Settlement Website, Toll-free Telephone Number, and Postal Mailing Address

29. A settlement website with an easy-to-remember domain name will be established for the Settlement. Class Members will be able to obtain detailed information about the Settlement and review key documents, including the Settlement Agreement, Complaint, the Long Form Notice, and other important court documents. In addition, the settlement website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Class Members will also be able to file a Claim Form online, update their address and elect a payment selection for their preferred payment method on the settlement website. The settlement website address will be prominently displayed in all notice documents.

30. A toll-free telephone number will provide information about the Settlement. Class Members will be able to call for additional information, listen to answers to FAQs, and request that a Long Form Notice be mailed to them. The toll-free telephone number will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

31. A postal mailing address will be established for the Settlement, providing Class Members with the opportunity to request additional information or ask questions.

Claim Submission & Distribution Options

32. The Notices will provide a detailed summary of relevant information about the Settlement, including the settlement website address and how Class Members who do not request

exclusion from the Settlement can file a Claim Form online. Class Members will be given the option of receiving a digital payment or a traditional paper check. Epiq will work with the Parties to select an appropriate menu of payment options. If a digital payment option is selected, the type of digital payment selected does not impact Epiq's compensation for its work as Settlement Administrator, and no digital option is discouraged relative to other options.

CONCLUSION

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

34. Given our understanding of the data and our experience with similar notice efforts, we expect the Notice Plan will reach approximately 90% of the identified Class with individual notice via email and mail. The reach will be further enhanced by a newspaper publication and a settlement website. In 2010, the Federal Judicial Center ("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 in state court. 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 a Notice Plan that will readily achieve a reach at the high end of that standard.

35. The Notice Plan described above provides for the best notice practicable under the circumstances of this case, conforms to all aspects of CR 23(c)(2) regarding notice, and comports with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

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[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.

36. The Notice Plan schedule affords sufficient time to provide full and proper notice to Class Members before the Opt-out Deadline and Objection Deadline.

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

Executed on August 28, 2026, at Beaverton, Oregon.



Cameron R. Azari

Attachment 1

epiq

legal noticing℠



Legal Noticing Experts

Epiq Legal Noticing is a leading global provider of legal noticing services. Our team of recognized noticing experts provide superior notice programs that satisfy due-process requirements and withstand judicial scrutiny. For over 30 years, our notice programs and notices have been approved and upheld by courts.

We have handled over 700 cases, including over 75 MDL case settlements. Our notices have appeared in over 53 languages and in almost every country, territory, and dependency in the world.

Epiq Legal Noticing (a/k/a Hilsoft Notifications) is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). www.EpiqLegalNoticing.com.



In re Juul Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation 19-md-02913 (N.D. Cal.)

For two settlements totaling $300 million involving JUUL Labs, Inc. and Altria, Epiq designed and implemented cutting-edge, companion notice programs. The settlements alleged consumers were misled about JUUL products' addictiveness and safety, causing them to pay more, and that JUUL products were unlawfully marketed to minors. For the notice programs, over 10.7 million email notices and nearly 500,000 postcard notices were sent to potential class members, and a comprehensive media plan was implemented (over 936 million impressions delivered). The notice programs each reached approximately 80% of the class nationwide with combined individual notice and media notice.

10.7M
email notices

836M
digital impressions

80%
of class reached

In re Capital One Consumer Data Security Breach Litigation MDL No. 2915, 1:19-md-02915 (E.D. Va.)

For a $190 million data breach settlement involving Capital One, Epiq implemented an extensive notice program. Notice was sent to over 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members. In addition, a supplemental media campaign was implemented and enhanced the notice program with digital and social media notices (over 123.4 million impressions delivered), sponsored search listings, and a settlement website.

$190M
settlement

93.6M
email or mail notices

96%
of class reached

In re Zoom Video Communications, Inc. Privacy Litigation 3:20-cv-02155 (N.D. Cal.)

Epiq designed and implemented an extensive notice program for a $85 million privacy settlement involving Zoom, the most popular video-conferencing platform. Notice was sent to over 158 million class members by email or mail, and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class. A supplemental media campaign provided notice via regional newspaper and nationally distributed digital and social media notices (over 280 million impressions delivered), along with sponsored search listings, an informational release, and a settlement website.

$85M
settlement

158M
email or mail notices

91%
of class reached

$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). Second Circuit affirmed. *See Fikes Wholesale, Inc. v. Visa U.S.A., Inc.* 62 F.4th 704 (2d Cir. 2023)

For a landmark $5.5 billion settlement reached by Visa and MasterCard, Epiq implemented an extensive initial notice program with over 19.8 million direct mail notices together with insertions in over 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and a digital notice campaign that generated over 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. Subsequently, Epiq implemented a notice program with over 16.3 million direct mail notices, over 354 print publication insertions, and digital notices that generated over 689 million impressions.

In re fairlife Milk Products Marketing and Sales Practices Litigation 1:19-cv-03924 (N.D. Ill.)

For a $21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Epiq designed and implemented a media based notice program. The program included a consumer print publication notice, targeted digital and social media notices (over 620.1 million impressions delivered in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice program reached approximately 80.2% of the class. The reach was further enhanced by sponsored search listings, an informational release, and a settlement website.

$21M
settlement

620.1M
digital impressions

80.2%
of class reached

$1.91B
settlements

61.8M
mail notices

95%
reach of notice program

In re Takata Airbag Products Liability Litigation MDL No. 2599 (S.D. Fla.)

Epiq designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of $1.91 billion in settlements regarding Takata airbags. The notice programs included mailed notice to over 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, digital notices, mobile notices, and behaviorally targeted digital media. Combined, the notice programs reached over 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each.

Case Expertise

In re Morgan Stanley Data Security Litigation 1:20-cv-05914 (S.D.N.Y.)

For a $60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents," Epiq designed and implemented an individual notice program. Over 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website.

$60M
settlement

13.8M
email or mail notices

In re Disposable Contact Lens Antitrust Litigation 3:15-md-02626 (M.D. Fla.)

Epiq implemented notice programs for retail purchasers of disposable contact lenses in four settlements totaling $88 million. For each notice program, over 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a robust, nationwide consumer publication, digital notices (over 312.9 million – 461.4 million impressions delivered per campaign), sponsored search listings, and a settlement website.

$88M
settlements

7.92M
email or mail notices

Yamagata et al. v. Reckitt Benckiser LLC 3:17-cv-03529 (N.D. Cal.)

For a $50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Epiq were delivered to approximately 98.5% of the identified class sent notice. A media campaign with digital notices and sponsored search listings combined with the individual notice efforts reached at least 80% of the class.

$50M
settlement

5.1M
email or mail notices

In re U.S. Office of Personnel Management Data Security Breach Litigation MDL No. 2664, 15-cv-01394 (D.D.C.)

For a $63 million settlement, Epiq designed and implemented an extensive, nationwide media notice campaign using magazines, digital and social media notices (over 758 million impressions delivered), traditional and satellite radio, and other forms of media. The media notice reached at least 85% of the class. In addition, over 3.5 million email notices and/or postcard notices were sent to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a settlement website.

$63M
settlement

758M
digital impressions

85%
of class reached

Case Expertise

In re Toll Roads Litigation 8:16-cv-00262 (C.D. Cal.)

Epiq implemented a notice program for several settlements alleging improper collection and sharing of PII of drivers on certain toll roads in the state of California. The settlements provided benefits of over $175 million, including penalty forgiveness. Combined, over 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with digital notices and notices in newspapers, geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program.

$175M
settlement benefits

13.8M
email or mail notices

93% – 95%
of class reached

In re Flint Water Cases 5:16-cv-10444, (E.D. Mich.)

In response to largescale municipal water contamination in Flint, Michigan, Epiq's expertise was relied upon to design and implement a comprehensive notice program that reached over 95% of the class. The program included direct mail notice and reminder email notice sent to identified class members, and a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search listings, an informational release, a website, and digital and social media notices geo-targeted to Flint, Michigan and the state of Michigan.

geo-targeted
media noticing

95%
of class reached

Zanca et al. v. Epic Games, Inc. 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.)

For a $26.5 million settlement, Epiq designed and implemented a notice program to reach individuals 13+ in the U.S. who exchanged or purchased in-game virtual currency in *Fortnite* or *Rocket League*. Over 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media campaign was implemented with digital and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating over 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class.

$26.5M
settlement

29M
email notices

93.7%
of class reached

In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement) MDL No. 2672 (N.D. Cal.)

Epiq executed a comprehensive notice program within the *Volkswagen Emissions Litigation* with individual notice to over 946,000 vehicle owners via first class mail and to over 855,000 vehicle owners via email. A targeted digital notice campaign further enhanced the notice efforts.

1.8M
mail or email notice to vehicle owners

Case Expertise

Hale v. State Farm Mutual Automobile Insurance Company et al. 3:12-cv-00660 (S.D. Ill.)

For a $250 million settlement with 4.7 million class members, Epiq designed and implemented a notice program with postcard or email notice to over 1.43 million class members and a robust publication program that reached 78.8% of all U.S. adults aged 35+, approximately 2.4 times each.

$250M
settlement

4.7M
class members

one of the **largest, most complex** cases in **Canadian** history

In re Residential Schools Class Action Litigation 00-cv-192059 (Ont. Super. Ct.)

One of the largest and most complex class actions cases in Canadian history. Epiq handled groundbreaking notice to disparate, remote Indigenous people to provide notice of a multi-billion-dollar settlement.

In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 MDL No. 2179 (E.D. La.)

For BP's $7.8 billion settlement for the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Epiq opined on all forms of notice, and designed and implemented a dual notice program for "Economic and Property Damages" and "Medical Benefits." The notice program reached at least 95% of Gulf Coast region adults with over 7,900 TV spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Epiq also implemented one of the largest claim deadline notice campaigns, with paid print, television, radio, and digital notice, reaching over 90% of adults aged 18+ in 26 identified Designated Market Areas ("DMAs") covering the Gulf Coast Areas, an average of 5.5 times each.

$7.8B
settlement

7,900
tv spots

5,200
radio spots

5,400
print insertions

6.9M
email or mail notices

90.%
of class reached

Vergara et al., v. Uber Technologies, Inc. 1:15-cv-06972 (N.D. Ill.)

For a $20 million Telephone Consumer Protection Act settlement, Epiq sent mail or email notice to over 6.9 million class members and provided media notice via newspaper and digital notices and reached over 90% of the class.

In re Kaiser Gypsum Company, Inc. et al. 16-cv-31602 (Bankr. W.D. N.C.)

Epiq implemented an extensive notice effort for asbestos personal injury claims with nationwide consumer print, trade and union labor publications, digital notices, an informational release, and a website.

asbestos, personal injury claims
notice program

Cameron Azari, Esq., Senior Vice President Epiq, Managing Director Epiq Legal Noticing



Cameron Azari, Esq. is a recognized international notice expert. He has over 24 years of experience in providing expert notice opinions regarding notice adequacy in compliance with Fed R. Civ. P. 23, state class action statutes, or international legal requirements in over 700 class action cases, including over 75 MDLs. He has testified in numerous cases and no notice program has been overturned. Cam is a trusted expert and consults directly with clients to share his extensive knowledge regarding all aspects of class action noticing.

He is an active author and speaker. Cam holds a J.D. from Northwestern School of Law at Lewis and Clark College and a B.S. from Willamette University. He is an active member of the Oregon State Bar. Cam can be reached at caza@epiqglobal.com.

Stephanie Fiereck, Esq., Senior Director Epiq Legal Noticing & Notice Expert Services



Stephanie Fiereck, Esq. leads our Notice Expert Services team. As a notice expert with over 24 years of legal experience, she consults with clients about all aspects of class action noticing. She has written over 1,000 expert notice adequacy declarations, and written or reviewed hundreds of notices, all approved by federal or state courts. Stephanie has a keen understanding of what judges are looking for, how to withstand judicial scrutiny, satisfy due process, and provide plain language notice to class members.

Prior to joining Epiq, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She is an active author regarding class action notice. Stephanie holds a J.D. from the University of Oregon School of Law and a B.A. from St. Cloud State University. She is an active member of the Oregon State Bar. Stephanie can be reached at sfie@epiqglobal.com.

Kyle Bingham, Senior Director Epiq Legal Noticing & Media Noticing



Kyle Bingham leads the Media Noticing team, an in-house legal noticing advertising agency, and has over 15 years of experience in the advertising industry. He is a pivotal resource for researching, planning, and executing legal notice programs for class action, bankruptcy, and similar legal cases. Kyle's continued success with clients is a direct result of achieving media goals and ensuring that advertising is as efficient and impactful as possible. Kyle has also worked on over 500 CAFA notice mailings.

Prior to Epiq, Kyle worked at Wieden+Kennedy advertising agency for seven years, where he planned and purchased print, digital and broadcast media, managed multiple paid search accounts, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Experts' Articles and Presentations

- **Cameron Azari** Speaker, "Legal Noticing." Hausfeld, Washington, D.C., Sept. 2024.
- **Cameron Azari** Speaker, "Increase in Fraudulent Claims in Class Action and Mass Tort." Harris Martin MDL Conference, Portland, Maine, July 24, 2024.
- **Cameron Azari** Speaker, " Settlements." Class Action Litigation Forum – Plaintiffs' Bar, Dana Point, CA, May 9, 2024.
- **Cameron Azari** Speaker, "Consumer Class Action Notice/Fraud." Mass and Class Conference, Fort Lauderdale, FL, Mar. 6, 2024.
- **Cameron Azari** Speaker, "Rising Number of Privacy-Data-Breach Class Actions, including Those Centralized in MDLs, Temporary or Here to Stay? Consideration of Special Case-Management Procedures." Rabiej Litigation Law Center Class Action Conference, Virtual, July 20, 2023.
- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2022, Amsterdam, The Netherlands, Nov. 17, 2022.
- **Cameron Azari** Speaker, "Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age." Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.
- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, "Mass Torts Made Perfect Bi-Annual Conference." Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." Nov. 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference, American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.

Experts' Articles and Presentations

- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.

- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates." DC Consumer Class Action Lawyers Luncheon, Washington, DC, Dec. 6, 2016.

- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.

- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, Apr. 25, 2016.

- **Stephanie Fiereck** Author, "Tips for Responding to a Mega-Sized Data Breach." *Law360,* May 2016.

- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.

- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.

- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.

- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.

- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360,* Feb. 2014.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.

- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.

Experts' Articles and Presentations

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, Apr. 2013.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.

- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.

- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.

- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.

- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.

- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.

- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.

- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements." Class Action Bar Gathering, Vancouver, British Columbia, 2007.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.

- **Stephanie Fiereck** Author, "Consultant Service Companies Assisting Counsel in Class-Action Suits." *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.

- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.

Experts' Articles and Presentations

- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.

- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate* Renewal, Sept. 2004.

- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." Current Developments – Issue II, Aug. 2003.

- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

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

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

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

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

Judge Zahid N. Quraishi, *In re Lipitor Antitrust Litigation (End Payor)* (Oct. 1, 2024) MDL 2332; 3:12-cv-02389 (D.N.J.):

The notices of Settlement . . . that was directed to Class Members constituted the best notice practicable under the circumstances and was timely and properly disseminated and effectuated. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that the Notice provided Class Members due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, the rights of Class Members to object to the Settlement, and the rights of Class Members to opt out of the Settlement, and satisfied all requirements of Rule 23 and due process.

Judge James B. Clark, III, *Hu et al. v. BMW of North America LLC* (Sept. 25, 2024) 2:18-cv-04363 (D.N.J.):

Notice to the Settlement Class required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, by sending such Notice by first-class mail and email . . . These individual notice efforts reached approximately 97.9% of the Settlement Class . . . The Settlement Administrator also utilized digital notice and social media and placed the Notice on the settlement website . . . The Court finds that notice (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Action, or their right to object or to exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek relief; (c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable, requirements of Rule 23(e), due process and any other applicable law. The Court further finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

Judge Susan Illston, *Perez et al. v. Discover Bank* (Sept. 23, 2024) 3:20-cv-06896 (N.D. Cal.):

The Court finds that the form and means of disseminating notice to the Settlement Class as provided for in the Order Preliminarily Approving Settlement constituted the best notice practicable under the circumstances and was directed to Settlement Class Members in accordance with the Court's Order Preliminarily Approving Settlement. The notice provided due and adequate notice of these proceedings to all Settlement Class Members entitled to such notice and satisfied the requirements of Federal Rule of Civil Procedure 23 and of constitutional due process.

Judge Allen Price Walker, *Agnew v. Foris DAX, Inc. d/b/a Crypto.com* (Sept. 13, 2023) 2024-CH-00435 (Cir. Ct. Cook Cnty., Ill.):

The Court has determined that the Notice given to the settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Judge Patricia M. DeMaio, *Beauford v. The Johns Hopkins Hospital, Inc. et al.* (Sept. 6, 2024) C-03-CV-23-000501 (Cir. Ct. Baltimore Cnty.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval - including: (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive Settlement Class List provided by Defendants; and (ii) the creation of the Settlement Website fully complied with the requirements of Md. R. Civ, P. Cir. Ct. 2-231 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Charles S. Treat, *Doe v. Clinivate, LLC* (Aug. 29, 2024) C22-01620 (Sup. Ct. Cnty. of Contra Costa, Cal.):

The Court finds that Epiq abided by the terms and conditions of the Agreement that pertain to the Clams Administrator, and has provided appropriate notice to all members of the Settlement Class.

Judge Claude M. Hilton, *Domitrovich et al. v. M.C. Dean, Inc.* (Aug. 27, 2024) 1:23-cv-00210 (E.D. Vir.):

The Court finds and determines that the Notice Program . . . constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure . . . and all other applicable laws and rules. The Court finds that all of the notices are written in plain language and are readily understandable by Settlement Class Members.

Judge Susan Illston, *Moradpour et al. v. Velodyne Lidar, Inc. et al.* (Aug. 19, 2024) 3:21-cv-01486 (N.D. Cal.):

The Court hereby finds that the distribution of the Notice and the publication of the Summary Notice as provided for in the Preliminary Approval Order constituted the best notice practicable under the circumstances – including individual notice to all Class Members who could be identified through reasonable effort – of those proceedings and of the matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, and any other applicable law . . . Pursuant to and in full compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court finds and concludes that due and adequate notice was directed to all Class Members advising them of the Plan of Allocation and of their right to object, and a full and fair opportunity was given to all Class Members to be heard with respect to the Plan of Allocation.

Judge Christina R. Klineman, *In re Goodman Campbell Brain and Spine Data Incident Litigation* (Aug. 19, 2024) 49D01-2207-PL-024807 (Ind. Comm. Ct.):

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

Judge Jeffrey L. Reed, *Doe v. Lima Memorial Hospital et al.* (Aug. 12, 2024) CV2022 0490 (Ct. of Common Pleas Allen Cnty., Ohio):

The Court finds that such Notice constitutes the best possible notice practicable under the circumstances and constitutes valid, due and sufficient notice to all Settlement Class Members.

Judge Alison C. Conlon, *Mikulecky et al. v. Lutheran Social Services of Illinois* (Aug. 8, 2024) 2023-CH-00895 (Cir. Ct. Cook Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all materials terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILSC 5/2-803, applicable law, and the due process clauses of both the U.S. and Illinois Constitutions.

Judge Benjamin F. Coats, *Wells Fargo Bank, N.A. v. Agak* (Aug. 5, 2024) 56-2017-00500587 (Sup. Ct. Cnty. of Ventura, Cal.):

The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of California Rules of Civil Procedure and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

Judge Gretchen Walsh, *Finn et al. v. Empress Ambulance Services, LLC* (July 31, 2024) 61058/2024 (Sup. Ct. Cnty. of Westchester, N.Y.):

There was a reach of 87.3% o of the identified class members (i.e., 265,863 of the 304,362 notices mailed were successfully mailed and not returned to sender). The Court finds that this notice was in full compliance with the Preliminary Approval Order and in accordance with the requirements of New York law and constitutional due process. Furthermore, the result of reaching 87.3% of the Settlement Class is reasonable.

The Court finds that the dissemination of Notice to Settlement Class Members: (a) was successfully implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class: (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion lor a Fee Award and Costs and for Service Awards to the Class Representatives, (vi) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representatives and for a Fee Award and Costs; (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of NY CPLR 901, et seq., the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

Judge James Wesley Hendrix, *Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital* (July 31, 2024) 5:23-cv-00036 (N.D. Tex.):

[T]he Court finds that the notice provided to the class members complied with Rule 23's due process requirements . . . [T]he Court concludes that this notice process comported with due process by providing proper notice to the class members and enabled them to assess whether to object or seek exclusion . . . Almost 90% of class members received direct notice mailed to them of the settlement that identified its key terms, what steps they needed to take to obtain relief, and the consequences of failing to act by certain dates . . . The class members further were given multiple avenues to seek out additional information on the settlement. All of this information was given in plain language, ensuring that the members receiving direct notice were made aware of their rights and the consequences of inaction. Accordingly, the Court concludes that the notice given pursuant to the Court's preliminary approval order provided the class members with the material terms of the settlement and constituted the best notice practicable under the circumstances.

Judge Lindsey Robinson Vaala, *Morrow et al. v. Navy Federal Credit Union* (July 25, 2024) 1:21-cv-00722 (E.D. Va.):

The Notice and Claims Process provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The Notice and Claims Process fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(l), and all other applicable law and rules. No Settlement Class Member has objected to the Settlement.

Judge Marsha J. Pechman, *Guy et al. v. Convergent Outsourcing, Inc.* (July 19, 2024) 2:22-cv-01558 (W.D. Wash.):

The Court finds and determines that the Notice Program, preliminarily approved on February 20, 2024, and implemented on March 21, 2024, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. . . The Court further finds that all of the notices are written in plain

language and are readily understandable by Settlement Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

Judge Katherine A. Bacal, *Ward-Howie v. Frontwave Credit Union* (July 18, 2024) 37-2022-00016328 (Sup. Ct. Cal. San Diego Cnty., Cal.):

The Court finds that the distribution of the Notice of the Settlement has been completed in conformity with the Court's Preliminary Approval Order. The Court finds that the Notice was the most practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the Settlement, and fully satisfied the requirements of California Rules of Court, rules 3.766 and 3.769(f), and Due Process.

Judge Catherine C. Eagles, *Farley et al. v. Eye Care Leaders Holding, LLC* (June 27, 2024) 1:22-cv-00468 (M.D.N.C.):

The court-approved notice process was reasonable and provided the class members with adequate notice.

Judge William J. Martini, *Holden et al. v. Guardian Analytics, Inc. et al.* (June 5, 2024) 2:23-cv-2115 (D.N.J.):

The Court finds that such notice as therein ordered constituted the best practicable notice under the circumstances, apprised Settlement Class Members of the pendency of the action, gave them an opportunity to opt out or object, complied with the requirements of Federal Rule of Civil Procedure 23(c)(2), and satisfied due process under the United States Constitution, and other applicable law.

Judge Angelo J. Kappas, *Bobo et al. v. Clover Network, LLC* (May 29, 2024) 2023CH000168 (18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill.):

[T]he Notice provided to the Settlement Class fully complied with the requirements of 735 ILCS 5/2-803 and due process was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Stanley A. Bastian, *Dam v. Perkins Coie, LLP et al.* (May 23, 2024) 2:20-CV-00464 (E.D. Wash.):

The notice afforded to Class Members is adequate and sufficient to inform Class Member of their rights.

Judge Angelo J. Kappas, *Hoover et al. v. Camping World Group, LLC et al.* (May 23, 2024) 2023LA00037 (18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill.):

The Court finds that such Notice as therein ordered, constitutes reasonable notice of the commencement of the action as directed by the Court and meets all applicable requirements of law pursuant to 735 ILCS 5-2/801 and constitutes Due Process under the U.S. and Illinois Constitutions.

Judge Paul L. Maloney, *In re Hope College Data Security Breach Litigation* (May 20, 2024) 1:22-cv-01224 (W.D. Mich.):

The Court finds that the Class Notice, website, and Notice Plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Plaintiffs Counsel's application for an award of attorneys' fee and expenses, and of Plaintiffs' application for a Service Award associated with the Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law.

Judge Richard J. Leon, *Shaffer et al. v. George Washington University et al.* (May 13, 2024) 20-1145 (D.D.C.):

[T]he Court concludes that the notice provided to the Settlement Class...complied with the requirements of Federal Rule of Civil Procedure 23(c)(2) and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the final approval hearing.

Judge Ann M. Donnelly, *In re Canon U.S.A. Data Breach Litigation* (May 9, 2024) 1:20-cv-06239 (E.D.N.Y.):

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Magistrate Judge Sanket J. Bulsara's Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules or law.

Judge Christopher R. Cooper, *Qureshi et al. v. American University* (May 7, 2024) 1:20-cv-01141 (D.D.C.):

The Court further finds that the notice program approved in the Court's Preliminary Approval Order and implemented in accordance with that Order was the best practicable under the circumstances. The notice program was reasonably calculated under the circumstances to apprise the Class of (a) the pendency of the Action; (b) the Court's preliminary certification of the Settlement Class; (c) the terms of the Settlement Agreement and the Settlement Class Members' rights to opt-out of the Settlement Class or to object to the settlement; (d) and the maximum amounts of Class Counsel's expected application for attorneys' fees and request for a Service Award for the Plaintiffs. The notice program provided sufficient notice to all persons entitled to notice. The notice program satisfied all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the constitutional requirement of Due Process.

Judge Eric V. Moyé, *Patterson et al. v. DPP II LLC et al.* (April 29, 2024) DC-23-01733 (Dist. Ct of Dallas Cnty., Tex.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due and sufficient notice to all Settlement Class Members.

Judge Josephine L. Staton, *In re Hyundai and Kia Engine Litigation II* (April 26, 2024) 8:18-cv-02223 (C.D. Cal.):

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

Judge Elaine P. Lujan, *Briscoe et al. v. First Financial Credit Union* (April 25, 2024) D-202-CV-2022-02974 (2nd. Jud. Dist. Cnty. of Bernalillo, N.M.):

The Court has determined that the Notice given to the Settlement Class Members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class Members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 1-023, applicable law, and the due process clauses of both the U.S. and New Mexico Constitutions.

Judge Eleanor L. Ross, *Sherwood et al. v. Horizon Actuarial Services, LLC* (April 2, 2024) 1:22-cv-01495 (N.D. Ga.):

The Court's Preliminary Approval Order approved the Short Form Settlement Notice, Long Form Notice, Claim Form, and found the mailing, distribution, and publishing of the various notices as proposed met the requirements of Fed. R. Civ. P. 23 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice. The Court finds that the distribution of the Notices has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Class Members complied with Fed. R. Civ. P. 23 and due process.

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.

Judge Allen Price Walker, *Sayas et al. v. Biometric Impressions Corp.*, (Mar. 6, 2024) 2020 CH 00201 (Cir. Ct. Cook Cnty. Ill.):

Notice to the Settlement Class was provided in accordance with the Court's Preliminary Approval Order, and the substance of and dissemination program for the Notice which included direct notice via U.S. Mail and email (where available), and by substitute media notification according to a targeted media campaign designed by the Settlement Administrator, and the creation of the Settlement Website . . . provided the best practicable notice under the circumstances. The Notice was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from the Settlement and to appear at the Final Approval Hearing. Therefore, the Notice was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice and fulfilled the requirements of 735 ILCS 5/2-803, due process, and the rules of the Court.

Judge Angel Kelley, *Fiorentino v. Flosports, Inc.*, (Mar. 5, 2024) 1:22-cv-11502 (D. Mass.):

The Court finds that the notice program, as set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Court's August 23, 2023 Preliminary Approval Order (Doc No. 63) and November 6, 2023 Order Granting Joint Motion for Extension of Time (Doc No. 65), satisfies the requirements of Federal Rule of Civil Procedure 23(c) and due process and constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of (i) the pendency of the Action and of the Settlement, including the terms thereof; (ii) class members' rights to object to or exclude themselves from the Settlement, including the procedure for objecting to or opting out of the Settlement, and to appear at the Final Approval Hearing; (iii) contact information for Class Counsel, the Settlement Administrator, the Settlement Website, and a toll-free number to ask questions about the Settlement; (iv) important dates in the settlement approval process, including the date of the Final Approval Hearing; (v) Class Counsel's request for an award of reasonable attorneys' fees and expenses; and (vi) the Class Representative's application for a service award.

Judge David O. Carter, *Nielsen v. Walt Disney Parks and Resorts U.S., Inc.*, (Mar. 4, 2024) 8:21-cv-02055 (C.D. Cal.):

The Court finds that the Class Notice plan provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of this case, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Craig Schwall, *Mayheu et al. v. Chick-fil-A Inc.*, (Feb. 29, 2024) 2022CV365400 (Sup. Ct. Fulton Cnty., Ga.):

The Court finds that the distribution of the Class Notice and notice methodology was properly implemented in accordance with O.C.G.A. § 9-11-23(c)(2), the terms of the Agreement, and the Preliminary Approval Order. The Court finds that the Class Notice was simply written and readily understandable and that the Class Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class and Settlement Subclasses of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Fairness Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of Georgia law, the Uniform Superior Court Rules, and all other applicable law and due process requirements.

Judge Sheila D. Stinson, *Nimsey v. Tinker Federal Credit Union*, (Feb. 23, 2024) CJ-2019-6084 (Dist. Ct. Oklahoma Cnty., Okla.):

The form, content, and method of dissemination of Notice given to members of the Settlement Class—individual emailed or mailed notice—were adequate and reasonable constituted the best notice practicable under the circumstances and satisfied the requirements of 12 Okla. Stat. § 12-2023(C)(4) and (E)(1) and Due Process.

Judge Phillip A. Brimmer, Beasley et al. v. *TTEC Services Corporation; Anderson v. TTEC Services Corporation* (Feb. 21, 2024) 22-cv-00097; 22-cv-00347 (D. Col.):

[T]he Court finds that the notice given to members of the class was the best notice practicable under the circumstances, was reasonably calculated under the circumstances to apprise such members of the pendency of this action and to afford them an opportunity to object to, and meets the requirements of Rule 23 (c)(2)(B) and (e)(1).

Judge Yvonne Gonzalez Rogers, *In re PFA Insurance Marketing Litigation* (Feb. 5, 2024) 4:18-cv-03771 YGR (N.D. Cal.):

The Court finds that the relief provided to class members under the SA is fair and reasonable when considering the Rule 23(e)(2)(C) factors...

Judge Charles R. Breyer, *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Schools* (Feb. 2, 2024) 3:21-md-02996 (N.D. Cal.):

The Court finds that the notice provided to the Settlement Class pursuant to the Settlement Agreement (ECF No. 599-2) and the Preliminary Approval Order fully complied with Due Process and Rule 23, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Charles R. Breyer, *In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision* (Feb. 2, 2024) 3:21-md-02996 (N.D. Cal.):

[T]he Court has considered each of the Rule 23(e) factors and finds that the Class Representatives and Class Counsel have adequately represented the Class, the settlement agreement was negotiated at arm's length, the relief provided for the Class is adequate, and the plan of allocation treats Class Members equitably relative to one another.

Judge David E Schwartz, *Stauber v. Sudler Property Management* (Jan. 22, 2024) 023LA000411 (18th Jud. Cir., Cir. Ct., DuPage Cnty., Ill.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of 735 ILCS 5/2-801, et seq.

Judge Edward J. Davila, *Harbour et al. v. California Health & Wellness et al.* (Jan. 16, 2024) 5:21-cv-03322 (N.D. Cal.):

[T]he Court finds that the terms of the Settlement, including the awards of attorneys' fees, costs and incentive awards, is fair, adequate, and reasonable that it satisfies Federal Rule of Civil Procedures 23 (e) and the fairness and adequacy factors; and that it should be approved and implemented.

Judge Susan Illston, *Roberts v. Zuora Inc. et al.* (Jan. 16, 2024) 3:19-cv-03422 (N.D. Cal.):

The form and method of notifying the Settlement Class of the motion for attorneys' fees, litigation expenses, and a service award satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform Act of 1995 (15 U.S.C. § 78u-4(a)(7)), due process, and all other applicable laws and rules, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Leigh Martin May, *Black v. USAA Casualty Insurance Company* (Dec. 14, 2023) 1:21-cv-01363 (N.D. Ga.):

[T]he Court finds that the notice provided to Settlement Class Members (i) was the best practicable notice under the circumstances; (ii) was calculated to apprise Settlement Class Members of the pendency of the Action and their right to object to or seek exclusion from the Proposed Settlement and to appear at the final Fairness Hearing; and (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice.

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.

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.

Judge Robert R. Reed, *Gold et al. v. New York Life Insurance Co. et al.* (Oct. 26, 2023) 653923/2012 (Sup. Ct. N.Y., Cnty., NY):

The Court finds that the procedures for notifying the Class Members about the Settlement, including the Class Settlement Notice, Summary Notice of Settlement, and Advertisement via LinkedIn, as provided for in the Settlement Agreement, constituted the best notice practicable under the circumstances to all Class Members, and fully satisfied all necessary requirements of due process. Based on the evidence, arguments and other materials submitted in connection with the Fairness Hearing, the Court finds that the notice provided was adequate, due, sufficient and valid notice to Class Members.

Judge Sidney H. Stein, *Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al.* (Oct. 24, 2023) 1:15-cv-00871 (S.D.N.Y.):

The Court finds that the mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and approved by the Court in the Order dated February 15, 2023 (ECF No. 426), amended by Order dated May 16, 2023 (ECF No. 458); (a) constituted the best practicable notice; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Distribution Plan, and of Class Counsel's application for an award of attorneys' fees, Incentive Award(s), and for reimbursement of expenses associated with the Action; (c) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law.

Judge Jennifer P. Wilson, *Banks et al. v. Allstate Fire & Casualty Insurance Company* (Oct. 23, 2023) 19-cv-01617 (M.D. Penn.):

WHEREAS the Allstate Defendants, through the Notice Agent, have served the notices required under the Class Action Fairness Act on the appropriate state and federal government officials. Id.... due and adequate notice has been given to the Settlement Class Members in satisfaction of the requirements of Rules 23(c)(2) and 23 (e)(1) of the Federal Rules of Civil Procedure and Constitutional Due Process ...

Judge Michael F. Stelzer, *Perry v. Schnuck Markets, Inc.* (Oct. 10, 2023) 2022-CC10425 (Cir. Ct. City of St. Louis, Mo.):

Notice to the Members of the Settlement Class required by Mo. R. Civ. P. 52.08(b)(3) has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of the Missouri Rules of Civil Procedure, and all other applicable laws. The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Mo. R. Civ. P. 52.08(b)(3), applicable law, and the Due Process Clause of the United States Constitution.

Judge Eleanor L. Ross, *Dusko v. Delta Airlines, Inc.* (Oct. 5, 2023) 1:20-cv-01664 (N.D. Ga.):

The Court finds the Settlement Class received the best notice practicable under the circumstances in compliance with due process and Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

Judge Timothy S. Black, *Miranda v. Xavier University* (Oct. 3, 2023) 1:20-cv-00539 (S.D. Ohio):

Considering the notice procedures, nearly all, if not all, Class Members received notice, and the Court finds that the notice issued to class members satisfied (if not exceeded) the requirements of the federal rules and due process.

Judge R. Barclay Surrick, J., *Checchia v. Bank of America, N.A.* (Sept. 21, 2023) 2:21-cv-03585 (E.D. Penn.):

Notice to the Class required by Rule 23(d) of the Federal Rules of Civil Procedure' has been provided in accordance with the Court's Preliminary Approval Order, entered February 16, 2023, and such Notice by mail and publication has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process. Notice of Settlement was

timely mailed to governmental entities as provided for in 28 U.S.C. § 1715.

Judge William H. Orrick, *In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (Juul Settlement) Sept. 19, 2023) 19-md-02913 (N.D. Cal.):

The Court also approved the appointment of Epiq as the Claims Administrator based on representations of Epiq's qualifications and experience and an outline of administrative and communication services to be provided to class members... The record establishes that the Class Settlement Administrator served the required notices under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, with the documentation required by 28 U.S.C. § 1715(b)(1)-(8). ECF No. 3742.

Judge Richard G. Stearns, *Ambrose et al v. Boston Globe Media Partners, LLC* (Sept. 8, 2023) 1:22-cv-10195 (D. Mass.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement (ECF No. 51) and order granting Preliminary Approval (ECF No. 52)-including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive subscriber list provided by Defendant, and (ii) the creation of the Settlement Website -fully complied with the requirements of Fed. R. Civ. P. 23 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing... The Court finds that Defendant properly and timely notified the appropriate government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant's notice, and finds that it complied with all applicable requirements of CAFA. Further, more than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the Final Approval Hearing.

Judge Matthew P. Brookman, *In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation* (Aug. 21, 2023) 3:21-cv-00007 (S.D. Ind.):

The notice given to the Class was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of due process.

Judge David B. Atkins, *King et al. v. PeopleNet Corporation* (Aug. 10, 2023) 2021-CH-01602 (Cir. Ct. Cook Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Judge William F. Highberger, *Holly Wedding et al. vs. California Public Employees' Retirement System et al.* (July 28, 2023) BC517444 (Sup. Ct. Cnty of Los Angeles, Cal.):

The Court finds and determines that this notice procedure afforded adequate protections to all members of the Settlement Class including those who requested exclusion and provides the basis for the Court to make an informed decision regarding approval of the Second Settlement based on the responses of the Settlement Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

Judge James Donato, *In re Robinhood Outage Litigation* (July 18, 2023) 3:20-cv-01626 (N.D. Cal.):

The Court finds that the Long Form Notice and the Notice Plan including a combination email and physical mail to Settlement Class Members based on Robinhood's records, a social media campaign, and a dedicated website, was implemented in accordance with the Preliminary Approval Order and (a) constituted the best practicable notice under the circumstances; (b) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and the effect of the Settlement (including the releases contained therein); their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Class Counsel's Motion for Attorneys' Fees and Expenses and Service Awards; their right to exclude themselves from the Settlement Class; and their right to appear at the Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive

notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court. These combined efforts directly reached approximately 99% of the identified Settlement Class members.

Judge Antonio Arzola, *Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee* (July. 18, 2023) 2023-001405-CA-01 (11th Jud. Cir. Ct. Miami-Dade Cnty., Fla.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law. (b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Rodolfo A. Ruiz II, *Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.* (July. 8, 2023) 21-CIV-61275 (S.D. Fla.):

The Notice was provided to Class Members in accordance with the plan approved in the Court's Order Certifying Settlement Class and Granting Preliminary Approval of Class Action Settlement and Notice Program...Under these circumstances, the Court finds the Notice fairly apprised the Class of the proposed settlement terms and of the options open to them...The Court finds the Notice was the best practical, and the response and claims rates are within the acceptable range for final approval.

Judge William M. Skretny, *Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown* (June 13, 2023) 1:22-cv-00309 (W.D.N.Y.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law. (b) The Court finds that the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, et seq ("CAFA"), including all notice requirements therein, have been met.

Judge Jesse M. Furman, *Dickens et al. v. Thinx, Inc.* (June 8, 2023 1:22-cv-04286 (S.D.N.Y.):

The form and methods of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed R. Civ. P. 23, due process, and any other applicable law, and constituted the best notice practicable under the circumstances. Further, the settlement administrator, Epiq, on behalf of Defendant, caused timely notice of the Settlement and related materials to be sent to the Attorney General of the United States and the Attorneys General of all U.S. states, territories, and the District of Columbia pursuant to the Class Action Fairness Act of 2005 ("CAFA"). The Court finds that such notification complies fully with the applicable requirements of CAFA.

Judge Ed Kinkeade, *Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al.* (June 6, 2023) 3:20-cv-03424 (N.D. Tex.):

The Court has determined that the Notice given to the Settlement Class members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Fed. R. Civ. P. 23, applicable law, and the due process clause of the U.S. Constitution.

Judge James C. Dever, III, *Silva et al v. Connected Investors, Inc.* (June 2, 2023) 7:21-cv-00074 (E.D.N.C.):

The Court finds that the distribution of the Class Notice...(i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

Judge Charles S. Treat, *Service et al. v Volkswagen Group of America et al.* (May 31, 2023) c22-01841 (Sup. Ct. Cal. Cnty. of Contra Costa):

Class Notice was provided to the Class in accordance with the Preliminary Approval Order and satisfied the requirements of due process, California Code of Civil Procedure section 382 and rule 3.766 of the California Rules of Court and: (a) provided the best notice practicable; and (b) was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Action, the terms of the settlement, their right to appear at the Final Approval Hearing, their right to object to the settlement, and their right to exclude themselves from the settlement. The Court finds that the Notice Plan set forth in the SA and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class, the terms of the SA, and the Final Approval Hearing, and satisfies the requirements of California law and due process of law.

Judge Erin B. O'Connell, *McCullough v. True Health New Mexico, Inc.* (May 30, 2023) d-202-cv-2021-06816 (2nd Dist. Ct, N.M):

The Court has determined that the Notice given to the Settlement Class members in accordance with the Preliminary Approval Order fully and accurately informed Settlement Class members of all material terms of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Rule 1-023, applicable law, and the due process clauses of both the U.S. and New Mexico Constitutions.

Judge Greg Hill, *Meier v. Prosperity Bank* (May 23, 2023) 109569-CV (239th Jud. Dist., Brazoria Cnty., Tex.):

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

Judge Thomas L. Ludington, *Thomsen et al. v. Morley Cos, Inc.* (May 12, 2023) 1:22-cv-10271 (E.D. Mich.):

Class notice was sent as ordered, the time for objections passed, and a final-approval hearing was held to determine whether the Agreement is "fair, reasonable, and adequate" under Rule 23(e)(2) on April 19, 2023...In sum, the Settlement Agreement and Class Notice satisfy all the relevant factors.

Judge Roseann A. Ketchmark, *Rogowski et al. v. State Farm Life Insurance Company et al.* (April 18, 2023) 4:22-cv-00203 (W.D. Mo.):

[T]he Court confirms the Class Notice was implemented in accordance with the Court's December 16, 2022 preliminary approval order.... The Court further confirms its prior findings that the form and substance of the notice meet, and have met, the requirements of Rule 23(c) and the Due Process Clause of the United States Constitution.

Judge Gregory W. Pollack, *In re Scripps Health Data Incident Litigation* (April 7, 2023) 37-2021-00024103 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that...Notice (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its release of Released Claims, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel

hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) fully satisfied the requirements of California Code of Civil Procedure § 382, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Christopher C. Conner, *Chapman v. Insight Global LLC.* (April 6, 2023) 1:21-cv-00824 (M.D. Penn.):

The Court finds that the distribution of the mail and publication Notices to Class Members as set forth in the Declaration of Claims Administrator was in compliance with the Court's October 27, 2022 Order approving the proposed class notices and notice plan, and that notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rule of Civil Procedure 23 and due process...Defendant has provided notice of the settlement to the appropriate government officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

Judge William P. Dimitrouleas, *South et al. v. Progressive Select Insurance Company* (March 31, 2023) 19-21760-CIV (S.D. Fla.):

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

Judge Douglas R. Cole, *Middleton et al. v. Liberty Mutual Personal Insurance Company et al.* (Mar. 15, 2023) 1:20-cv-00668 (S.D. Ohio):

The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Classes.

Judge Jennifer P. Wilson, *Miller v. Bath Saver, Inc. et al.* (Mar. 6, 2023) 1:21-cv-01072 (M.D. Penn.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

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

The Court finds that the Class Notice plan provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Consolidated Cases, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge David Knutson, *Duggan et al. v. Wings Financial Credit Union* (Feb. 3, 2023) 19AV-cv-20-2163 (Dist. Ct., Dakota Cnty., Minn.):

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

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

The Court finds that the distribution of the Notices and the notice methodology were properly

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

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

This Court finds that the distribution of the Class Notice was completed in accordance with the Preliminary Approval/Notice Order, signed September 8, 2022, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Gregory H. Woods, *Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications, Inc.* (Jan. 5, 2023) 1:20-cv-02667 (S.D.N.Y.):

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

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

Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members' rights to appear in Court to have their objections heard, and to afford persons or entities within the Class definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as defined..."

Judge Dale S. Fischer, *DiFlauro et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

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

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

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

The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out

of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.

In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members. All things considered, the Notice is adequate under the applicable law....

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

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

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

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice.

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

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

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

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

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

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

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, 1:19-cv-03924 (N.D. Ill.):

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

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

The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

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

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

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

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

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

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

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

receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

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

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

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

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

Judge Paul A. Engelmayer, *In re Morgan Stanley Data Security Litigation* (Aug. 5, 2022) 1:20-cv-05914 (S.D.N.Y.):

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Judge Analisa Torres' Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to appraise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules of law.

Judge Denise Page Hood, *Bleachtech L.L.C. v. United Parcel Service Co.* (July 20, 2022) 14-cv-12719 (E.D. Mich.):

The Settlement Class Notice Program, consisting of, among other things, the Publication Notice, Long Form Notice, website, and toll-free telephone number, was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (June 29, 2022) 3:21-cv-00019 (E.D. Va.):

The Court finds that the plan to disseminate the Class Notice and Publication Notice the Court previously approved has been implemented and satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Class Notice, which the Court approved, clearly defined the Class and explained the rights and obligations of the Class Members. The Class Notice explained how to obtain benefits under the Settlement, and how to contact Class Counsel and the Settlement Administrator. The Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") to fulfill the Settlement Administrator duties and disseminate the Class Notice and Publication Notice. The Class Notice and Publication Notice permitted Class Members to access information and documents about the case to inform their decision about whether to opt out of or object to the Settlement.

Judge Fernando M. Olguin, *Johnson v. Moss Bros. Auto Group, Inc. et al.* (June 24, 2022) 5:19-cv-02456 (C.D. Cal.):

Here, after undertaking the required examination, the court approved the form of the proposed class notice. (See Dkt. 125, PAO at 18-21). As discussed above, the notice program was implemented by Epiq. (Dkt. 137-3, Azari Decl. at ¶¶ 15-23 & Exhs. 3-4 (Class Notice)). Accordingly, based on the record and its prior findings, the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement....

Judge Harvey E. Schlesinger, *Beiswinger v. West Shore Home, LLC* (May 25, 2022) 3:20-cv-01286 (M.D. Fla.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Scott Kording, *Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.* (May 20, 2022) 2020L0000031 (Cir. Ct. of McLean Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

Judge Denise J. Casper, *Breda v. Cellco Partnership d/b/a Verizon Wireless* (May 2, 2022) 1:16-cv-11512 (D. Mass.):

The Court hereby finds Notice of Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Rule 23 and due process.

Judge William H. Orrick, *Maldonado et al. v. Apple Inc. et al.* (Apr. 29, 2022) 3:16-cv-04067 (N.D. Cal.):

[N]otice of the Class Settlement to the Certified Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

Judge Laurel Beeler, *In re Zoom Video Communications, Inc. Privacy Litigation* (Apr. 21, 2022) 20-cv-02155 (N.D. Cal.):

Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper ... social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.

[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information ....

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation* (Volkswagen) (Mar. 28, 2022) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order ... The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 3:18-cv-05330 (N.D. Cal.):

On the Rule 23(e)(1) notice requirement, the Court approved the parties' notice plan, which included postcard notice, email notice, and a settlement website. Dkt. No. 154. The individual notice efforts reached an impressive 100% of the identified settlement class. Dkt. No. 200-223. The Court finds that notice was provided in the best practicable manner to class members who will be bound by the proposal. Fed. R. Civ. P. 23(e)(1).

Judge Edward J. Davila, *Cochran et al. v. The Kroger Co. et al.* (Mar. 24, 2022) 5:21-cv-01887 (N.D. Cal.):

The Court finds that the dissemination of the Notices: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise Settlement Class Members ...; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United (including the Due Process Clause), and all other applicable laws and rules.

Judge Sunshine Sykes, *In re Renovate America Finance Cases* (Mar. 4, 2022) RICJCCP4940 (Sup. Ct. of Cal., Riverside Cnty.):

The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process ...The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members.

Judge David O. Carter, *Fernandez v. Rushmore Loan Management Services LLC* (Feb. 14, 2022) 8:21-cv-00621 (C. D. Cal.):

Notice was sent to potential Class Members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice adequately describes the litigation and the scope of the involved Class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the Class Members' option to participate, opt out, or object to the Settlement. The Class Notice consisted of direct notice via USPS, as well as a Settlement Website where Class Members could view the Long Form Notice.

Judge Otis D. Wright, II, *In re Toll Roads Litigation* (Feb. 11, 2022) 8:16-cv-00262 (C. D. Cal.):

The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes

pursuant to the Settlement Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Virginia M. Kendall, *In re Turkey Antitrust Litigations* (Commercial and Institutional Indirect Purchaser Plaintiffs' Action) *Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.* (Feb. 10, 2022) 1:19-cv-08318 (N.D. Ill.):

The notice given to the Settlement Class, including individual notice all members of the Settlement Class who could be identified through reasonable efforts, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Beth Labson Freeman, *Ford et al. v. [24]7.ai, Inc.* (Jan. 28, 2022) 5:18-cv-02770 (N.D. Cal.):

The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiffs. The Notice and notice program constituted sufficient notice to all persons entitled to notice. The Notice and notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Terrence W. Boyle, *Abramson et al. v. Safe Streets USA LLC et al.* (Jan. 12, 2022) 5:19-cv-00394 (E.D.N.C.):

Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

Judge Joan B. Gottschall, *Mercado et al. v. Verde Energy USA, Inc.* (Dec. 17, 2021) 1:18-cv-02068 (N.D. Ill.):

Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members. The Class Notice, together with all included and ancillary documents thereto, complied with all the requirements of Rule 23(c)(2)(B) and fairly, accurately, and reasonably informed members of the Class of: (a) appropriate information about the nature of this Litigation, including the class claims, issues, and defenses, and the essential terms of the Settlement Agreement; (b) the definition of the Class; (c) appropriate information about, and means for obtaining additional information regarding, the lawsuit and the Settlement Agreement; (d) appropriate information about, and means for obtaining and submitting, a claim; (e) appropriate information about the right of Class Members to appear through an attorney, as well as the time, manner, and effect of excluding themselves from the Settlement, objecting to the terms of the Settlement Agreement, or objecting to Lead and Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; (f) appropriate information about the consequences of failing to submit a claim or failing to comply with the procedures and deadline for requesting exclusion from, or objecting to, the Settlement; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3) of the Federal Rules of Civil Procedure.

The Court finds that Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of applicable laws and due process.

Judge Patricia M. Lucas, *Wallace v. Wells Fargo* (Nov. 24, 2021) 17CV317775 (Sup. Ct. Cal. Cnty. of Santa Clara):

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval . . . As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented.

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them . . . As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members . . . As of November 10, 2021, 169,404 of those class members successfully received notice.

Judge John R. Tunheim, *In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Plaintiff Action)* (JBS USA Food Company, JBS USA Food Company Holdings) (Nov. 18, 2021) 18-cv-01776 (D. Minn.):

The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge H. Russel Holland, *Coleman v. Alaska USA Federal Credit Union* (Nov. 17, 2021) 3:19-cv-00229 (D. Alaska):

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

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

(1) a "Long Form Notice packet [was] mailed to each Settlement Class member ... a list of over 57,000 addresses—[and] over 90% of [the mailings] resulted in successful delivery;" (2) notices were emailed "to addresses that could be determined for Settlement Class members;" and (3) the "Notice Administrator implemented a comprehensive media notice campaign." ... The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.

The media campaign included publication in the local newspaper . . . local digital banners . . . television . . . and radio spots . . . banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube . . . [T]his settlement has received widespread media attention from major news outlets nationwide.

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan .... The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.'s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq "delivered individual notice

to approximately 91.5% of the identified Settlement Class" and that the media notice brought the overall notice effort to "in excess of 95%." The Court finds that the notice plan was implemented in an appropriate manner.

In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.

Judge Vince Chhabria, *Yamagata et al. v. Reckitt Benckiser LLC* (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

The Court directed that Class Notice be given to the Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the Settlement Class.

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.

Judge Otis D. Wright, II, *Silveira v. M&T Bank* (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the class members' option to participate, opt out, or object to the settlement.

Judge Timothy J. Korrigan, *Smith v. Costa Del Mar, Inc.* (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

Following preliminary approval, the settlement administrator carried out the notice program .... The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials ... and established a website with comprehensive information about the settlement .... Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses .... Multiple attempts were made to contact class members in some cases, and all notices directed recipients to a website where they could access settlement information .... A paid online media plan was implemented for class members for whom the settlement administrator did not have data .... When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members .... [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order .... Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be "the best notice that is practicable under the circumstances." Upon review of the notice materials ... and of Azari's Declaration ... regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, *Kukorinis v. Walmart, Inc.* (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court's Order of Approval .... The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release .... According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member ....

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online .... [T]he Court finds that notice was "reasonably

calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court's Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute "the best notice practicable under the circumstances," as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D'Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, ... as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant's business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. Cnty. of San Francisco, Cal.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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epiq legal noticing

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the

court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, *In re Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge James D. Peterson, *Fox et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.

The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

Judge Larry A. Burns, *Trujillo et al. v. Ametek, Inc. et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing .... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal

Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed

Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement . . . The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.

Judge Michael W. Jones, *Wallace et al. v. Monier Lifetile LLC et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.

Judge Haywood S. Gilliam, Jr., *Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.

Judge Christopher C. Conner, *Al's Discount Plumbing et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).

Judge Naomi Reice Buchwald, *In re Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262, 1:11-md-02262 (S.D.N.Y.):

Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.

Judge Larry A. Burns, *Cox et al. Ametek, Inc. et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing ... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Timothy J. Sullivan, *Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States

Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

Judge Catherine D. Perry, *Pirozzi et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Va.):

For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, ... the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

Judge Jeff Carpenter, *Eastwood Construction LLC et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.

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

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

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

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

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

The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.

Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).

Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals* (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process ....

Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.* (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders.

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.* (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.

Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority et al.* (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.

Judge Jean Hoefer Toal, *Cook et al. v. South Carolina Public Service Authority et al.* (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.

Judge Peter J. Messitte, *Jackson et al. v. Viking Group, Inc. et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

Judge Michael P. Shea, *Grayson et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

The Class Notice ... has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald, *Behfarin v. Pruco Life Insurance Company et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied . . . This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.) (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

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

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

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

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

Judge Michael H. Simon, *In re Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc. et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement

Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In re TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari . . ., the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.

Judge Margo K. Brodie, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Va.):

The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator .... The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

Judge Brian McDonald, *Armon et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they

desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

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

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

Judge Christina A. Snyder, *Zaklit et al. v. Nationstar Mortgage LLC et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice

of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.

Judge Jon Tigar, *McKnight et al. v. Uber Technologies, Inc. et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.

Judge Karin Crump, *Hyder et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis Cnty. Tex.):

Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.

Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.

Judge Andrew G. Ceresia, J.S.C., *Denier et al. v. Taconic Biosciences, Inc.* (July 15, 2019) 00255851 (Sup Ct. N.Y.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice.... Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge Edward J. Davila, *In re HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.

Judge Robert M. Dow, Jr., *In re Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation* (Ford) (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., *Ajose et al. v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

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

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

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

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

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

Judge M. James Lorenz, *Farrell v. Bank of America, N.A.* (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

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

Judge Dean D. Pregerson, *Falco et al. v. Nissan North America, Inc. et al.* (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail

was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, *In re Windsor Wood Clad Window Product Liability Litigation* (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

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

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection ... [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, *Vergara et al., v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation* (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Fed R. Civ. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements ... The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla):

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

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation* (BMW, Mazda, Toyota, & Subaru) (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

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

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used."

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) 8:15-cv-00061 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc. et al.*** 2:13-cv-02634 (D. Kan.):

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

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

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

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

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

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

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc., has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, *In re Energy Future Holdings Corp et al.* (July 30, 2015) 14-cv-10979 (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, *In re MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process

Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins et al. v. Nestlé Purina PetCare Company et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections . . . This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards . . . The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans et al. v. TIN, Inc. et al.* (July 7, 2013) 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation* (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out ... The Court ... concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

*The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center . . . The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.* (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari, a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.). All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.).

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.). The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* *(Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice

that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs ... executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims ... [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment."... The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, *Vereen v. Lowe's Home Centers* (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to

participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement ... the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others ... were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process.

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.

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Legal Noticing Cases

Epiq Legal Noticing has served as a notice expert for planning, implementation and/or analysis in the following cases (this is a partial list of cases):

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

Case Name	Court & Case No.
Crema v. Apple Inc. and Apple Canada Inc. (Apple iPhone 6, 6 Plus, 6s, 6s Plus, SE, 7 or 7 Plus Smartphone, iPhone Power Management Settlement; Product Defect)	Sup. Ct. of B.C., No. S188008
Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital (Data Breach)	N.D. Tex., No. 5:23-cv-00036
Hu et al. v. BMW of North America LLC et al. (Product Liability Auto Emissions)	D.N.J., No. 2:18-cv-04363
Williams et al. v. Tallahassee Memorial Healthcare, Inc. (Data Breach)	2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430
Doe v. Lima Memorial Hospital et al. (Pixel)	Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490
Mikulecky et al. v. Lutheran Social Services of Illinois (Data Breach)	Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895
In re Lipitor Antitrust Litigation (End Payors - TPPs & Consumers) (Antitrust)	D.N.J., No. 3:12-cv-2389; MDL. 2332
In re American Financial Resources, Inc. Data Breach Litigation	D.N.J., No. 2:22-cv-01757
Lemar Agnew v.Foris DAX, Inc. d/b/a Crypto.com (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435
Domitrovich et al. v. M.C. Dean, Inc. (Data Breach)	E.D. Vir., No. 1:23-cv-00210
Moradpour v. Velodyne Lidar, Inc. et al. (Securities)	N.D. Cal., No. 3:21-cv-01486
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Briscoe et al. v. First Financial Credit Union (Data Breach)	2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974
Niewinski et al. v. State Farm Life Insurance Company et al. (Universal Life Insurance Policies)	W.D. Mo., No. 23-04159-CV
Sherwood et al. v. Horizon Actuarial Services, LLC (Data Breach)	N.D. Ga., No. 1:22-cv-01495
Prescott et al. v. Reckitt Benckiser LLC (False Advertising)	N.D. Cal, No. 5:20-cv-02101
Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare (Data Breach)	Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23
In re Waste Management Data Breach Litigation	S.D. N.Y., No. 1:21-cv-06199
Medina et al. v. PracticeMax, Inc. (Data Breach)	D. Ariz., No. CV-22-01261
Cavanaugh et al. v. Grenville Christian College et al.	Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00
Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A. (Data Breach)	M.D. Tenn., No. 3:23-cv-00598
Sayas et al. v. Biometric Impressions Corp. (BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201
Nimsey v. Tinker Federal Credit Union (Overdraft Fees)	Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084
Fiorentino v. Flosports, Inc. (VPPA)	D. Mass., No. 1:22-cv-11502
Nielsen v. Walt Disney Parks and Resorts U.S., Inc., (Consumer False Advertising)	C.D. Cal, No. 8:21-cv-02055

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

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

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

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

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

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

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

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Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of *In re Checking Account Overdraft*	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
In re Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
Di Filippo v. The Bank of Nova Scotia et al. (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
In re HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of *In re Checking Account Overdraft*	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
Naiman v. Total Merchant Services, Inc. et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387

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

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

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

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

epiq legal noticing

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

epiq legal noticing

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

epiq legal noticing

EXHIBIT C

To:
From: Settlement Administrator (Epiq Class Actions and Claims Solutions)
[**Settlement Administrator's email address**]
Subject: Sumerlin v. MultiCare Health Systems Class Action Settlement

Unique ID: «ID»
Class Member Code: «Passcode»

If you had spine surgery performed by Dr. Jason Dreyer while under general anesthesia at either MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County between July 23, 2019 through March 10, 2021, you are eligible for a cash payment from a class action settlement.

This is a court-approved legal notice. It is not a solicitation from a lawyer.
Para la notificación en español, visite nuestro sitio web.

A $55.5 million settlement has been reached in a class action lawsuit with MultiCare Health System, Inc. (also d/b/a MultiCare Deaconess Hospital, MultiCare Valley Hospital, MultiCare Rockwood Clinic, & MultiCare Rockwood Clinic Neurosurgery & Spine), as well as Jason A. Dreyer DO and Laura Dreyer (together, "Defendants"). The settlement was reached to avoid the costs, risks, and uncertainty of continued litigation. Plaintiffs allege that Defendants' actions resulted in damages due to an alleged pattern of medically unnecessary or improper spine surgeries as performed by Dr. Jason Dreyer at the MultiCare Deaconess and Valley hospitals in Spokane County. Defendants deny those allegations and deny any liability. The Court has not determined that Defendants did anything wrong or that any law has been violated, and the Settlement is not an admission of liability by Defendants.

The purpose of this Notice is to provide information about this Settlement and explain your rights and options.

Who is included?

Records show you are a Class Member, defined as: all persons whose medical records confirm that Dr. Jason Dreyer performed one or more Spine Surgeries on them while under general anesthesia at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County between July 23, 2019 through March 10, 2021.

What does the settlement provide?

As a Class Member, or as the authorized representative of an incapacitated Class Member or a deceased Class Member's estate, you can submit a Claim Form online **here** by **MONTH DD, 20YY** for the following cash payments:

Tier 1: You may submit a Claim Form without supporting documentation from you to receive a cash payment in the amount of $2,000 per patient Class Member.

Tier 2: You may submit a Claim Form without supporting documentation from you if you contend your spine surgery was unnecessary or negligently performed to receive a pro rata (a legal term meaning equal share) cash payment. The cost to review your Tier 2 Claim will be funded with your $2,000 Tier 1 cash payment.

Tier 3: You may submit a Claim Form with supporting documentation from you if you contend you suffered extreme and egregious harm to receive a pro rata cash payment up to $750,000 per Tier 3 Class Member. The cost to review your Tier 3 Claim will be funded from your Tier 2 payment.

A deceased Class Member's estate is eligible for Tier 1 or Tier 2 only.

Cash Payments for Valid Claims under Tier 2 and Tier 3 may be subject to a pro rata share (a legal term meaning equal share) increase or decrease depending on the total value of all Valid Claims to be paid from the Settlement Fund.

Class Member Payments may be subject to liens, reimbursement claims, court ordered garnishments, judgments, or other legal obligations including claims by health care insurers for reimbursement of medical expenses paid by the insurer, including, but not limited to, Medicare, Medicare Advantage, Medicaid or other government sponsored plans. Class Members are individually responsible for resolving any such financial obligations that may apply. Each Class Member has an independent legal obligation under federal law, including, but not limited to, 42 C.F.R. § 411.24, to satisfy any Medicare claim, lien or interest, against that class member individually, which is each Class Member's sole and separate obligation. By not opting out of the Class, each individual Class Member acknowledges with regard to any lien or subrogation claims asserted against that individual Class Member's award that the individual Class Member will defend, indemnify, and hold harmless the Defendants from and against all private causes of action or lien and subrogation claims, including all costs and attorney's fees incurred in the defense of such claims, up to that Class Member's individual settlement recovery allocation minus subrogation amounts already paid. Cash payments on a claim will not be made by the Settlement Administrator until the lien or subrogation claim is resolved.

Other options:

If you do not want to be legally bound by the Settlement, you must submit a written notice that you are choosing to opt-out of the Settlement **postmarked** by **Month XX, 20YY**. If you do not opt-out, you will give up the right to sue and will release Released Parties regarding the legal claims in this lawsuit.

If you do not opt-out, you may object to any aspect of the Settlement, including, without limitation, attorneys' fees, expenses, and Service Awards or specific language in the settlement agreement by filing an objection with the Court by **Month XX, 20YY**.

The **Long Form Notice** on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no cash payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **Month XX, 20YY**, to consider whether to approve the Settlement, Class Counsel's attorneys' fees up to 33% of the settlement fund and expenses, and Service Awards, and to consider any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

When will the money get disbursed?

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

This notice is a summary. Learn more about the Settlement **here** or call toll free 1-XXX-XXX-XXXX.

EXHIBIT D

This is a court-approved legal notice.
Sumerlin et al. v. MultiCare Health System et al., No. 23-2-01703-32 (Spokane County Superior Court)

MULTICARE DEACONESS AND VALLEY HOSPITAL CLASS ACTION SETTLEMENT

If you had spine surgery/surgeries performed by Dr. Jason Dreyer while under general anesthesia at either MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County between July 23, 2019 through March 10, 2021, you are eligible for a cash payment from a class action settlement.

A $55.5 million settlement has been reached in a class action lawsuit with MultiCare Health System, Inc. (also dba MultiCare Deaconess Hospital, MultiCare Valley Hospital, MultiCare Rockwood Clinic & MultiCare Rockwood Clinic Neurosurgery & Spine) as well as Jason A. Dreyer DO and Laura Dreyer (together, "Defendants"). The settlement was reached to avoid the costs, risks, and uncertainty of continued litigation. Plaintiffs allege Defendants' actions resulted in damages due to an alleged pattern of medically unnecessary or improper spine surgeries as performed by Dr. Jason Dreyer at the MultiCare Deaconess and Valley hospitals in Spokane County. Defendants deny those allegations and deny any liability. The Court has not determined that Defendants did anything wrong, and the Settlement is not an admission of liability by Defendants.

- The Class includes all persons whose medical records confirm that Dr. Jason Dreyer performed one or more Spine Surgeries on them while under general anesthesia at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County between July 23, 2019 through March 10, 2021.
- As a Class Member, or as an authorized representative of an incapacitated Class Member or a deceased Class Member's estate, you can submit a Claim Form for the following cash payments:

  Tier 1: You may submit a Claim Form without documentation from you to receive a cash payment in the amount of $2,000 per Class Member.

  Tier 2: You may submit a Claim Form without documentation from you if you contend your spine surgery was unnecessary or negligently performed to receive a pro rata (a legal term meaning equal share) cash payment. The cost to review your Tier 2 Claim will be funded with your $2,000 Tier 1 cash payment.

  Tier 3: You may submit a Claim Form with documentation from you if you contend you suffered extreme and egregious harm to receive a pro rata cash payment up to $750,000 per Tier 3 Class Member. The cost to review your Tier 3 Claim will be funded from your Tier 2 payment. More information on what is considered to be extreme harm can be found below.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a cash payment is to submit a timely and valid Claim Form online.	Submitted by: **MONTH DD, 20YY**
EXCLUDE YOURSELF	Exclude yourself from the lawsuit (also known as "opting out") for any reason, including keeping any rights you may have against the Released Parties. If you opt out, you will not receive a cash payment.	Postmarked by: **MONTH DD, 20YY**
OBJECT TO THE SETTLEMENT	Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: **MONTH DD, 20YY**
DO NOTHING	Get no cash payment. Give up your legal rights.	

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys' fees, costs, and Service Awards. No cash payments will be provided unless the Court approves the Settlement.

BASIC INFORMATION AND OVERVIEW

1. What is this Notice?

The Court authorized this notice to tell you about how the proposed settlement may affect you. This notice describes the lawsuit, the general terms of the proposed settlement, and what it may mean for you. This notice also explains how to participate in, or exclude yourself from, the settlement.

The Honorable Julie M. McKay of the Spokane County Superior Court is overseeing this class action. The lawsuit is known as *Sumerlin et al. v. MultiCare Health System et al.,* Case No. 23-2-01703-32 ("lawsuit"). The individuals who filed this lawsuit are called the "Plaintiffs" and/or "Class Representatives" and the defendants sued (which are MultiCare Health System, Inc.; MultiCare Deaconess Hospital; MultiCare Valley Hospital; MultiCare Rockwood Clinic; and MultiCare Rockwood Clinic Neurosurgery & Spine, as well as Dr. Jason A Dreyer DO and Laura Dreyer), are called the "Defendants."

2. What is this lawsuit about?

Beginning July 23, 2019 through March 10, 2021, Dr. Jason Dreyer was a neurosurgeon at MultiCare and conducted spine surgeries at MultiCare Deaconess Hospital and MultiCare Valley Hospital. Both hospitals are located in Spokane County. MultiCare paid Dr. Dreyer via an uncapped compensation program, which is alleged to have encouraged unnecessary or other improper spine surgeries.

Plaintiffs filed this lawsuit on behalf of themselves and similarly situated patients alleging that this compensation program, along with actions by Defendants, resulted in an alleged pattern of medically unnecessary or improper spine surgeries performed under general anesthesia by Dr. Dreyer at Deaconess and Valley hospitals and that allegedly resulted in damages. Plaintiffs asserted legal claims for medical negligence, corporate negligence, unlawful profiteering, consumer protection act violations, and associated common law legal claims.

Defendants deny these allegations and deny any liability. The Court has not determined that Defendants did anything wrong or that any law has been violated, and the Settlement is not an admission of liability by Defendants. Instead, the Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. What is a class action, and is this lawsuit one?

In a class action, one or more people called "class representatives" sue on behalf of themselves and other people with similar legal claims. All of these people together are the "class" or "class members." One court resolves all legal claims for all class members, except for those class members who exclude themselves (opt-out) from the class by timely notifying the court that they do not wish to participate.

The Court has decided to allow this lawsuit to proceed as a class action for settlement purposes. The class includes all persons whose medical records confirm that one or more spine surgeries were performed upon them under general anesthesia by Dr. Jason Dreyer at MultiCare Deaconess Hospital or MultiCare Valley Hospital in Spokane County between July 23, 2019 through March 10, 2021.

Records show that there are approximately 475 patients who had such surgeries by Dr. Dreyer at those locations while under general anesthesia.

4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the costs, risks and uncertainty of continued litigation.

WHO IS PART OF THE SETTLEMENT

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

You are a Class Member if you received a spine surgery / surgeries, performed by Dr. Jason Dreyer while under general anesthesia at either MultiCare Deaconess Hospital or MultiCare Valley Hospital between July 23, 2019 through March 10, 2021.

Spine Surgeries includes surgical procedures to treat conditions of the spinal column in an operating room and under general anesthesia.

Defendant MultiCare's facilities include the MultiCare Deaconess and MultiCare Valley hospitals in Spokane County.

6. Are there exceptions to being included in the Class?

Yes. Excluded from the Class are: officers and directors of MultiCare; the presiding judge and any judicial staff involved in this lawsuit; and any class member who submits a timely request to opt out.

7. What if I am still not sure if I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to www.XXXXXXXXXXX.com or call toll-free 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS

8. What does the Settlement provide?

Defendants will pay $55,500,000 into a Settlement Fund. The Settlement Fund will be used to:

- Make payments to Class Members;
- Pay settlement administration expenses, including administering costs related to the designated panel of spine surgery experts;
- Pay Service Awards to the class representatives if, and as approved by the Court; and
- Pay attorneys' fees, costs, and expenses if and as approved by the Court.

9. What can I get from the Settlement?

If you are a Class Member, or if you are an authorized representative of an incapacitated Class Member or a deceased Class Member's estate, you can submit a Claim Form for the following cash payments:

Tier 1: You may submit a Claim Form without supporting documentation submitted by you to receive a cash payment in the amount of $2,000 per Class Member.

Tier 2: If you contend your spine surgery was unnecessary or negligently performed, you can submit a Claim Form requesting review for Tier 2, without supporting documentation submitted by you, to be eligible to receive a pro rata (a legal term meaning equal share) cash payment.

Tier 2 is for patients who underwent a spine surgery conducted by Dr. Dreyer at MultiCare Deaconess or MultiCare Valley Hospitals in Spokane County under general anesthesia between July 23, 2019 through March 10, 2021, which surgery was allegedly unnecessary or otherwise performed below the standard of care.

Tier 2 Claims will require review of your MultiCare medical records and imaging by a member of the designated panel of neurosurgery spine experts, who will have access to your MultiCare records for the purpose of this review. The cost of review will be funded by your Tier 1 cash payment, meaning that you will give up your right to your $2,000 Tier 1 cash payment to pay for the review costs. If you file a Tier 2 Claim Form, you will automatically give up the Tier 1 cash payment to cover costs associated with your medical records being reviewed.

If your request for Tier 2 treatment is denied, you may appeal to the Settlement Administrator. Any denial of this appeal will be the final determination of your Tier 2 claim. A full description of the appeal process with the Settlement Administrator can be found at paragraph 8 of the Plan of Allocation (Exhibit F of the Settlement Agreement).

Tier 2 payments will be determined based upon the number of Class Members in the Tier. The amount of the Settlement Fund allocated for Tier 2 will be split equally among all Class Members who qualify for Tier 2 based upon review by the neurosurgery spine experts.

Tier 3: If you contend you suffered extreme and egregious harm directly resulting from the surgery(s) conducted by Dr. Dreyer, you may submit a Claim Form, with supporting documentation submitted by you, to receive a pro rata cash payment up to $750,000 per Class Member.

For purposes of Settlement, qualification for extreme and egregious circumstances requires qualifying for Tier 2 status and would include: multiple surgeries or surgeries to revise and correct a qualifying surgery performed by Dr. Dreyer; paralysis; permanent disability such as loss of limb function; severe and unmanageable chronic pain; clinically documented severe and permanent emotional trauma caused by the qualifying spine surgery.

Pre-existing conditions will be closely scrutinized in the review to decide whether the harm claimed was caused by the treatment at issue and not by a pre-existing or collateral medical concern.

Tier 3 payments will be determined based upon the number of Class Members who qualify for Tier 3 after review. The amount of the Settlement Fund allocated for Tier 3 will be split equally among all Class Members who qualify for Tier 3 with a maximum award not to exceed $750,000 per Class Member. This is in addition to the Tier 2 recovery.

You will be responsible for providing all supporting non-MultiCare medical records and imaging studies to support your Tier 3 Claim Form. You may also submit MultiCare medical records to support your Claim Form if you believe they are pertinent and you want to ensure their specific review. If you do not qualify under Tier 2 criteria, you will not be considered for Tier 3. The cost of review for Tier 3 is estimated to be between $5,000 and $10,000. By filing a Tier 3 Claim Form, and if a Tier 3 review occurs, you agree to have that expense paid from your Tier 2 cash payment in addition to losing your Tier 1 cash payment.

If your request for Tier 3 treatment is denied, you may appeal to the Settlement Administrator. Any denial of this appeal will be the final determination of your Tier 3 claim. A full description of the appeal process with the Settlement Administrator can be found at paragraph 8 of the Plan of Allocation (Exhibit F of the Settlement Agreement).

A deceased Class Member's estate is eligible for Tier 1 or Tier 2 only.

Cash Payment for Valid Claims under Tier 2 and Tier 3 may be subject to a pro rata (a legal term meaning equal share) increase or decrease depending on the total value of all Valid Claims to be paid from the Settlement Fund.

Class Member Payments may be subject to liens, reimbursement claims, court ordered garnishments, judgments, or other legal obligations including claims by health care insurers for reimbursement of medical expenses paid by the insurer, including, but not limited to, Medicare, Medicare Advantage, Medicaid or other government sponsored plans. Class Members are individually responsible for resolving any such financial obligations that may apply. Each Class Member has an independent legal obligation under federal law, including, but not limited to, 42 C.F.R. § 411.24, to satisfy any Medicare claim, lien or interest, against that class member individually, which is each Class Member's sole and separate obligation. By not opting out of the Class, each individual Class Member acknowledges with regard to any lien or subrogation claims asserted against that individual class member's award that the individual Class Member will defend, indemnify, and hold harmless the Defendants from and against all private causes of action or lien and subrogation claims, including all costs and attorney's fees incurred in the defense of such claims, up to that Class Member's individual settlement recovery allocation minus subrogation amounts already paid. Cash payments on a claim will not be made by the Settlement Administrator until the lien or subrogation claim is resolved.

HOW TO GET SETTLEMENT BENEFITS

10. What do I need to do to get a cash payment?

You must submit a timely and valid Claim Form to receive a cash payment as described above. Your Claim Form must be submitted online at www.XXXXXXXX.com by **MONTH DD, 20YY**.

The IRS requires the Settlement Administrator to collect your Social Security number before you can receive a cash payment. Defendants are prohibited by health privacy laws from sharing your Social Security number with the Settlement Administrator.

To receive your cash payment, you will need to provide your Social Security Number to the Settlement Administrator when filling out the Claim Form. Your Social Security number will be kept secure, will not be shared with anyone, and your data will be destroyed once the Settlement has been administered.

11. What happens if my contact information changes after I submit a Claim Form?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Sumerlin v. MultiCare Health System
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

12. When will I receive my cash payment?

If you file a timely and valid Claim Form, your cash payment will be provided after the Settlement is approved by the Court and becomes final and after tier determinations are finalized.

It may take time for the Settlement to be approved and become final. Please be patient and check

13. I do not want to receive my cash payment in the form of a check. Is there some other way I can be paid?

Yes. If you prefer, you can receive your payment electronically through Zelle, PayPal, ACH, or Venmo. To receive payment electronically, however, you must let the Settlement Administrator know that you want to be paid electronically, and you must give the Settlement Administrator the information it needs to know about your electronic payment account. For further information, you can go to [**URL**] and follow the instructions there.

YOUR RIGHTS AND OPTIONS

14. How do I exclude myself from the Settlement?

If you are a Class Member but do not want to remain in the Class, and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you may exclude yourself from the Class (also known as "opting out"). If you exclude yourself, you will lose any rights you have under the Settlement.

To opt out, you must mail a written request for exclusion which includes the following:

(1) The case name of this lawsuit - *Sumerlin et al. v. MultiCare Health System et al.*;
(2) Your name and current address;
(3) Your personal signature or the signature of your authorized representative; and
(4) A statement clearly indicating your intent to be excluded from Class, such as "I hereby request to be excluded from the Class in *Sumerlin et al. v. MultiCare Health System et al.*"

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Sumerlin v. MultiCare Health System
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

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

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

"Mass" or "class" requests for exclusion filed by third parties on behalf of a "mass" or "class" of Class Members or multiple Class Members where the opt-out has not been signed by each and every individual Class Member will not be allowed.

15. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be able to receive a cash payment, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get a cash payment if you stay in the Settlement and submit a timely and valid Claim Form.

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

No. Unless you opt out, you give up any right to sue any of the Released Parties for the legal claims

this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

17. How do I tell the Court I do not like the Settlement?

If you are a Class Member and do not opt out, you can tell the Court you do not agree with any aspect of the Settlement, including, without limitation: attorneys' fees, costs, and Service Awards, or specific language in the settlement agreement.

To object, you must file your timely written objection with the Court as provided below by **MONTH DD, 20YY**, and send a copy of the written objection by U.S. mail to Class Counsel and to Defense Counsel for MultiCare, postmarked by **MONTH DD, 20YY**, stating you object to the Settlement in *Sumerlin et al. v. MultiCare Health System, Inc. et al.*, No. 23-2-01703-32.

To file an objection, you cannot exclude yourself from the Class. Your objection must include all of the following information:

1. The case name and number of this lawsuit - *Sumerlin et al. v. MultiCare Health System, Inc. et al.*, No. 23-2-01703-32;
2. Your full name, current mailing address, telephone number, and email address and, if represented by a lawyer, the name, address, telephone number, and email address of your lawyer;
3. A statement of whether the objection applies only to you as the objector, to a specific part of the Class, or to the Class as a whole;
4. The number of times in which you (and, where applicable, your lawyer) has objected to a class action settlement, along with the caption of each lawsuit in which you have made an objection;
5. A statement whether you have sold or otherwise transferred your right to recovery in this lawsuit to another person or entity, and, if so, the identity of that person or entity;
6. A statement of the specific grounds for the objection, including any legal and factual support and any evidence in support of the objection;
7. Provide any and all evidence and supporting papers to be considered by the Court;
8. A statement of whether you intend to appear at the Final Approval Hearing, and if so, whether personally or through your lawyer; and
9. Your signature.

To object, you must file your timely written objection with the Court by **MONTH DD, 20YY**, **and** send it by U.S. mail to Class Counsel and to both Defense Counsel, for both MultiCare and the Dreyers, postmarked by **MONTH DD, 20YY**, at the following addresses:

Clerk of Court	Class Counsel/Plaintiffs
Clerk of Court Spokane County Superior Court 1116 West Broadway Room 300 Spokane, WA 99201	GILBERT LAW FIRM, PS 421 West Riverside Ave Suite 1400 Spokane, Washington 99201 For Plaintiffs

Defense Counsel/MultiCare	Defense Counsel/Dreyer
FAIN ANDERSON VANDERHOEF ROSENDAHL O'HALLORAN SPILLANE, PLLC (FAVROS) 3131 Elliott Avenue Suite 300 Seattle, Washington 98121 For MultiCare	WITHERSPOON BRAJCICH MCPHEE, PLLC 601 W. Main Avenue Suite 1400 Spokane, Washington 99201 For Jason and Laura Dreyer

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

18. What is the difference between objecting and opting out?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Opting out is telling the Court that you do not want to be part of the Class. If you opt out, you cannot object because you are no longer part of the Settlement.

19. What am I giving up to receive a cash payment or stay in the Class?

Unless you exclude yourself (opt out), you will remain a member in the Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the legal claims made in this lawsuit. The specific rights you are giving up are called "Released Claims."

20. What are the Released Claims?

Paragraph 40 and 41 and Section IV of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.XXXXXXXXXXX.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

21. Do I have a lawyer in this lawsuit?

Yes. The Court appointed the following lawyers to represent you and other Class Members as "Class Counsel."

William Gilbert
Beth Bollinger
Ashley Richards
GILBERT LAW FIRM, PS
421 West Riverside Ave, Suite 1400
Spokane, WA 99201
(509) 321-0750

Terrance G. Reed
LANKFORD & REED PLLC
120 N St Asaph St
Alexandria, VA
(703) 299-5000

You will not be charged by these lawyers for their work in the lawsuit, because any fees they receive must come from the settlement fund as approved by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees of up to one-third (33%) of the settlement fund, plus reimbursement for expenses to be paid from the settlement fund. Any fees and expenses that Class Counsel receive must be approved by the Court. The Court may award less than this amount. You will not have to pay any portion of these fees and expenses yourself. Class Counsel's motion for fees and expenses will be filed by [**deadline specified by Preliminary Approval Order**] and will be available to view on the settlement website at [**URL**].

23. Will the class representatives receive any additional money?

Class Counsel will ask the Court to award all class representatives Service Awards of $25,000 each for the time that they spent, and the risks that they undertook, in bringing this lawsuit on behalf of the Class. Any Service Awards that the class representatives receive must be approved by the Court. The Court may award less than this amount. Any amount approved by the Court will be paid from the settlement fund.

FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **MONTH DD, 20YY, at XX:XX a.m./p.m.** before the Honorable Julie M. McKay at the Spokane County Superior Court 1116 West Broadway, Spokane, WA 99201. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's attorneys' fees, costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing **are subject to change without further notice to the Class**. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.XXXXXXXXX.com to confirm the date and time of the Final Approval Hearing have not changed.

25. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You are welcome, however, to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

26. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

GETTING MORE INFORMATION

27. Where can I get more information?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.XXXXXXXXXXX.com. You may get additional information at www.XXXXXXXXXXX.com, by calling toll-free 1-XXX-XXX-XXXX, or by writing to:

Sumerlin v. MultiCare Health System
Settlement Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

If you wish to communicate directly with Class Counsel, you may contact them. You may also seek advice and guidance from your own private lawyer at your own expense, if you wish to do so.

This notice is only a summary of the lawsuit and the settlement. Other related documents can be accessed through the settlement website. If you have questions about the proposed settlement, or wish to receive a copy of the settlement agreement but can't download or access the copy online, you may contact the Settlement Administrator. The Court cannot respond to any questions regarding this notice, the lawsuit, or the proposed settlement.

Please do not contact the Court, its Clerks, MultiCare, or Defendants.

EXHIBIT E

William A. Gilbert, WSBA #30592
Gilbert Law Firm, P.S.
421 W. Riverside Ave, Suite 1400
Spokane, WA 99201
T: 509·321·0750
F: 509·343·3315
E: bill@wagilbert.com
Attorney for Plaintiff

THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF SPOKANE

RAYMOND SUMERLIN, JR., et al., Plaintiffs and others similarly situated; v. MULTICARE HEALTH SYSTEM d/b/a: *MULTICARE DEACONESS HOSPITAL* and *MULTICARE ROCKWOOD CLINIC NEUROSURGERY & SPINE and MULTICARE VALLEY HOSPITAL;* and JASON A. DREYER, DO and JANE DOE DREYER, husband and wife and the marital community thereof; and JOHN/JANE DOES 1-5 and any marital communites thereof. Defendant(s).	NO. 23-2-01703-32 **FINAL JUDGMENT AS TO THE SETTLEMENT CLASS MEMBERS, NAMED PLAINTIFFS, AND DEFENDANTS [PROPOSED]** **CLERK'S ACTION REQUIRED**

Judgment is hereby entered, pursuant to CR 54 and CR 58, as to the Settlement Class Members, the Named Plaintiffs and Defendants MultiCare Health System d/b/a MultiCare Deaconess Hospital and MultiCare Rockwood Clinic Neurosurgery & Spine and MultiCare Valley Hospital, as well as Jason A. Dreyer DO and Laura Dreyer (collectively "Defendants") on the terms and conditions of the Settlement Agreement, which was approved and found to be fair,

GILBERT LAW FIRM, P.S.
421 W. RIVERSIDE, AVE., SUITE 1400
SPOKANE, WA 99201
(509) 321-0750 • FAX (509) 343-3315

adequate and reasonable by this Court in its Final Approval Order. A list of those persons who have validly excluded themselves from the Settlement Classes, and so are not bound by this Final Judgment, is attached to this Final Judgment as an Exhibit.

In accordance with that Final Approval Order, this Action is settled and dismissed on the merits and with prejudice. Settlement Class Members and Named Plaintiffs are deemed to have fully, finally, and forever released all Released Claims against all Released Parties as defined in the Settlement Agreement. Without affecting the finality of this Judgment, the Court reserves jurisdiction over the named Plaintiffs, the Settlement Class, Class Counsel, Defendants, and the Settlement Administrator as to all matters concerning administration, consummation, and enforcement of the Settlement Agreement.

IT IS SO ORDERED.

DONE this _____ day of _____, 2026.

_____
THE HONORABLE JULIE M. McKAY

Presented by:

GILBERT LAW FIRM, P.S.

By: _____

William A. Gilbert, WSBA #30592
Beth M. Bollinger, WSBA # 26645
Ashley A. Richards, WSBA # 33047
Terrance G. Reed, *Pro Hac Vice*
Attorneys for Plaintiffs

GILBERT LAW FIRM, P.S.
421 W. RIVERSIDE, AVE., SUITE 1400
SPOKANE, WA 99201
(509) 321-0750 • FAX (509) 343-3315

EXHIBIT F

PLAN OF ALLOCATION

Subject to the Court's approval and modification, the Plan of Allocation is as follows:

1. **Definitions.** Unless otherwise defined, terms used in this Plan of Allocation have the same meaning as in the Settlement Agreement.

2. **Nonreversionary common fund.** This is a common-fund settlement; there shall be no reversion of the Settlement Fund to Defendants upon the occurrence of the Final Date.

3. **Allocation of payments to Settlement Class Members.** The Settlement Fund—including, to the greatest extent practicable, all interest earned on the Settlement Fund that is not part of the Fee and Expense Award, and subject to Court approval and the conditions specified in the Settlement Agreement—will encompass and its use will be limited to the following: (a) Class Counsel's fees and costs; (b) Incentive Awards; (c) Administration Expenses (and any other expenses, taxes, withholdings, or payments required by this Settlement, including expenses for the Settlement Master and for the designated panel of spine surgery experts); and (d) Individual Settlement Payments.

Defendants shall have no responsibility or liability for any issues or disputes that arise from the administration, calculation, allocation, determination, review, approval, denial or distribution of Individual Settlement Payments.

4. **Named Plaintiffs' Incentive Award**: Named Class Representatives may seek an Incentive Award of up to $25,000.00 each in recognition for their services. Any Incentive Award is subject to Court approval and will be paid from the Gross Settlement Fund. The Incentive Award is in addition to any Individual Settlement Payment to which Plaintiffs are otherwise entitled. The Incentive Award will be reported on an IRS Form 1099, if applicable.

5. **Distribution Tiers for the Net Settlement Fund**. The Net Settlement Fund will be administered by the Settlement Administrator and will be divided among the Class Members into individual settlement payments based upon a Class Member's classification. Class Members will be classified into one of the following "Tiers" based upon information provided in their verified Claim Form as well as based on any additional relevant information gathered by Class Counsel, Defendants' Counsel, Settlement Administrator, or Settlement Master, and with the use of a designated panel of spine surgery experts.

Any review or determination performed by a member of the expert panel is solely for purposes of administering this Settlement and resolving this disputed matter and shall not constitute a medical, legal, or factual finding for any purpose other than administration of this Settlement. Such expert reviews, findings and opinions are not admissible in any other proceeding.

Tier 1: Class Members who do not elect to opt out under the provisions of this Agreement, who do not elect for consideration for a different Tier, and who submit a Claim Form with all requested information shall receive a cash payment in the amount of $2,000.00 per Class Member.

Tier 2: Class members who contend their spine surgery was unnecessary or otherwise performed below the standard of care can submit a Claim Form requesting Tier 2 treatment to be eligible to receive a pro rata cash payment with the other class members who are also seeking Tier 2 treatment. The Tier 2 evaluation will require a review of each class member's medical records and imaging from MultiCare by an expert spine surgeon, which spine surgeon is a member of the designated panel of spine surgeons funded by the settlement and overseen by the Settlement Master. The cost of any review will be funded by the class members' Tier 1 benefit, meaning that class members will give up their right to their $2,000 Tier 1 benefit to pay for the expert spine surgeon review to determine if they qualify for Tier 2.

Tier 3: Class members who contend their spine surgery has caused them to suffer harm or damages that are extreme and egregious can submit a Claim Form to determine if they quality for Tier 3. If eligible, Tier 3 Class members may receive a pro rata cash payment with the other class members who are also seeking Tier 3 treatment, up to $750,000 per Tier 3 class member. For purposes of Settlement, qualification for extreme and egregious circumstances requires qualifying for Tier 2 status and would include: multiple surgeries or surgeries to revise and correct a qualifying surgery performed by Dr. Dreyer; paralysis; permanent disability such as loss of limb function; severe and unmanageable chronic pain; clinically documented severe and permanent emotional trauma caused by the qualifying spine surgery. Pre-existing conditions will be closely scrutinized in the review to decide whether the harm claimed was caused by the treatment at issue and not by some pre-existing or collateral medical condition. Class members seeking Tier 3 consideration are responsible for providing all supporting medical records and imaging studies that are not already in the possession of MultiCare to support this Tier 3 claim. At their option, Class members may also submit MultiCare medical records to support their Tier 3 claim if they believe those records are pertinent to their claim and they want to ensure the specific review of those records. Class members who do not qualify under Tier 2 criteria will not be considered for Tier 3. The cost of review of a Tier 3 claim is estimated to be between $5,000 and $10,000. By filing a Tier 3 claim, and if a Tier 3 review occurs, class members agree to have that expense paid from their Tier 2 allocation, in addition to giving up their Tier 1 allocation. $10,000,000.00 shall be set aside for the group of class members who qualify for Tier 3. Claims for individual Class Members who qualify for Tier 3 status are capped at $750,000.00 (in addition to the money amount received from their Tier 2 status). If the number of Class Members in Tier 3 does not exhaust the $10 Million set-aside, each Class Member shall receive the maximum allocation ($750,000.00) and the

remaining funds will be redistributed evenly amongst all the Class Members who are not in Tier 1.

6. **Incapacitated Claimants.** A claim may be submitted by a legally authorized representative of an incapacitated Class Member.

7. **Estate Claimants – Ineligible for Tier 3.** A claim may be submitted by a legally authorized representative of a deceased Class Member's estate. The claim is eligible for Tier 1 treatment or Tier 2 treatment but is not eligible for Tier 3 treatment.

8. **Challenges to Net Settlement Fund Allocations for Class Members Applying for Tier 2 and Tier 3 Consideration**: Within 30 calendar days after the expert spine surgeon's completion of the review of a Tier 2 or 3 Claim Form and accompanying materials as set forth in the Notice, the Settlement Administrator shall notify a Class Member via email or, if email is not available, via first-class mail, the Tier for which the Class Member has qualified, including if it has been determined that the Class Member's claim cannot be approved for the Tier they seek, and the reason(s) therefor, including that the Tier request in the claim is improper, or otherwise unsupported by the medical record. Thereafter, the Class Member shall have 20 calendar days from the date of the Settlement Administrator's notification, to challenge the Settlement Administrator's decision that the claim cannot be approved by providing a written submission, including any relevant evidence, setting forth the basis for the challenge. The challenge must be received by the Settlement Administrator no later than 20 calendar days from the date of the Settlement Administrator's notification, and the Settlement Administrator, acting through the Settlement Master, shall then have 20 calendar days from the date of receipt of all timely-filed challenges to make a determination, acting through the Settlement Master and the neurosurgeon spine expert panel, as to whether the Class Member's claim should be approved. The Settlement

Master's determination of the challenge, conducted as outlined above, shall be final. Within 10 calendar days from the date of the final determination, the Settlement Administrator shall inform the Class member of that final determination by emailing or, if email is not available, by mailing via first-class mail, a final determination letter. If the Class Member did not challenge the initial decision, then the original notification as outlined above, in the first sentence of this paragraph, shall act as the final determination letter. Class Counsel and Defense Counsel shall not participate in the decision-making process.

9. **Payments:** Within 30 calendar days after the Court enters the Order on Final Approval and Judgment, or after all reviews and determinations are complete, whichever is later, the Settlement Administrator shall have determined payment amounts and will issue (by regular first class U.S. mail or electronic transfer or as the Class Member designates for purposes of estate or other financial planning choices) payments to Class Members for their Individual Settlement Payments. Within 10 days from the Court's ruling on applications for Class Counsel fee and expense awards and Class Representative Service Awards, the Settlement Administrator will (1) issue payment to Class Counsel for any approved Attorney Fees and Costs, (2) issue payment for any approved Service Awards, and (3) issue payment for any other Court approved costs or expenses.

a. Payments may be distributed to Settlement Class Members by electronic means, including, if administratively practicable, via ACH, Venmo, PayPal, and Zelle.

b. The Notice shall inform Settlement Class Members of the availability of such electronic means of payment as the Settlement Administrator will make available to Settlement Class Members, and shall direct Settlement Class Members to the Settlement Website,

where, via a secure portal, they will be able to elect an electronic means of payment and give the Settlement Administrator the information necessary to effect such payment.

c. The secure portal shall prominently inform Settlement Class Members that their election to receive payment electronically is final and irrevocable.

d. The period during which Settlement Class Members may elect to receive payment electronically will end on the Final Date.

10. **Failure to provide necessary information.** If a Settlement Class Member has failed to provide the information necessary to the Settlement Administrator by the date set out in the Notice, such Settlement Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement.

11. **Unclaimed payments.** With regard to payments made pursuant to paragraph 9:

a. Checks will expire after 180 calendar days and will be marked with that expiration notation. If the check is not negotiated within 180 days from the date of issuance of the check, the Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement. If a Settlement Class Member reasonably requests that a check be reissued within the 180 calendar days, the Settlement Administrator shall reissue it.

b. If a check to a Class Member is returned as undeliverable, the Settlement Administrator shall attempt to obtain a new mailing address for the Class Member and effect a second mailing. Such efforts may include skip tracing, direct email outreach, or both, at the option of the Administrator. If, after a second mailing, the check is again returned as undeliverable, or if the Settlement Administrator, after reasonable efforts, is unable to determine a second mailing address, there is no obligation to take further efforts to distribute the check, and the Class Member

shall be deemed to have waived and released their claim for payment under the Settlement Agreement.

c. If a payment made to a Class Member electronically is unable to be processed, the Settlement Administrator shall make reasonable efforts to contact the Settlement Class Member to correct the problem. If the Class Member does not provide a corrected means of electronic payment within a reasonable amount of time, or provides a means of electronic payment that is unable to be processed, there is no obligation to take further efforts to distribute the payment, and the Class Member shall be deemed to have waived and released their claim for payment under the Settlement Agreement.

12. **Residual funds.** If, after the process outlined herein above is deemed by the Settlement Administrator to be complete, and there remain funds in the Net Settlement Fund, such remaining funds shall be distributed as follows, subject to order of the Court:

a. If it is administratively and economically feasible to distribute the remaining funds to Settlement Class Members or some portion thereof, then Class Counsel, in consultation with the Settlement Administrator, shall propose to the Court an equitable method for doing so, with any additional distribution being distributed pro-rata to those Class Members who have qualified under Tier 2 and Tier 3 only. Such method of distribution shall be effected if the Court approves it (or approves it in modified form).

b. To the extent there is no distribution of remaining funds according to Subsection A of this Section, or if funds still remain after distribution according to Subsection A of this Section, the Parties shall confer and present to the Court a proposal for treatment of the remaining funds that is consistent

with CR 23. Such proposal shall be effected if the Court approves it (or approves it in modified form).

13. **Modification to Plan of Allocation.** Should one or both the Parties agree, after preliminary or final approval of the Settlement Agreement, that the provisions of this Plan of Allocation governing unclaimed payments and residual funds, or any other terms, should be modified in the interests of justice, they shall seek the Court's approval for such modification. If the Court approves, the provisions governing unclaimed payments and residual funds, or any other terms, shall be effected as modified.