

EXHIBIT E

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

**DECLARATION OF LARRY E. COBEN
IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR CERTIFICATION
OF A SETTLEMENT CLASS**

I, Larry E. Coben, make this declaration pursuant to 28 U.S.C. § 1746. I hereby declare under penalty of perjury that the following is true and correct:

1. I am a shareholder of the law firm Anapol Weiss, where my practice focuses on actions for personal injury. I was appointed by the Court as Interim Subclass Settlement Counsel for a Children's Injury Subclass, and specifically to advocate on behalf of young children. Dkt. No. 929. Pursuant to this appointment, I have been an active participant in the settlement negotiation process.

2. The settlement agreement reached between the parties does not contemplate certification of a separate Children's Injury subclass for settlement purposes. However, the agreement includes both minors and their parents and provides relief for minor claimants. Throughout the settlement process, I advocated on behalf of young minor claimants, regardless of whether they would ultimately be

part of a discrete subclass, in order to ensure that the negotiation process, claims procedure, and allocation was fair and in minor claimants' best interests.

3. After my appointment in August of 2019, I familiarized myself with the factual and legal issues relevant to a Children's Injury subclass (newborn to age 6) and the nature and extent of its young members' injuries by speaking with the subclass representative, as well as by reviewing the pleadings and orders filed in this case. I further reviewed a host of literature and met/talked with experts in fields of neuropsychology, medicine and education. I was involved in numerous in-person and telephonic meetings with other counsel and counsel for the State of Michigan, as well as other subclass counsel to resolve and accommodate the respective interests of all parties and class members. My involvement further included the development of draft injury criteria and compensable impairment and compensation grids, and then discussing and revising these documents. I initiated and then participated in numerous meetings with other subclass counsel to address the perplexing issues of defining and then evaluating the injuries suffered by children exposed to lead poisoning in the Flint water supply.

4. I have played an active role in settlement discussions between putative Class Plaintiffs and the State of Michigan, City of Flint, and individual governmental defendants (together, "Settling Defendants"). These were arm's-length negotiations that occurred under the supervision of Court-appointed Special Master Deborah

Greenspan and Court-appointed mediators the Honorable Pamela Harwood and Senator Carl Levin.

5. In my role as Interim Subclass Counsel for the Children's Injury subclass I vigorously advocated on behalf of young minors injured by lead-contaminated water in the City of Flint, and negotiated on their behalf with respect to how an aggregate settlement amount paid by the Settling Defendants would be allocated between the various proposed subclasses.

6. I also helped develop the Flint Water Cases Qualified Settlement Fund Categories, Monetary Awards, and Required Proofs Grid that will be used in the claims administration process to determine the amounts of any given monetary award to a minor claimant. This grid uses objective criteria to assess which category a minor claimant is in based on the claimant's injuries and indicates the corresponding award amount to which they are entitled. By providing an objective means for ascertaining the appropriate award amount to each minor claimant, the grid ensures that each minor claimant will be treated fairly.

7. I have independently determined that the settlement agreement reached between putative Class and Individual Plaintiffs and the Settling Defendants is fair and in the best interests of the minors participating in the settlement. The agreement is the product of months of vigorous negotiation between the parties before three different Court-appointed neutrals; provides clear guidelines for monetary awards

EXHIBIT F

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

**DECLARATION OF REED COLFAX
IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR CERTIFICATION
OF A SETTLEMENT CLASS**

I, Reed Colfax, make this declaration pursuant to 28 U.S.C. § 1746. I hereby declare under penalty of perjury that the following is true and correct:

1. I am a partner at Relman Colfax PLLC, and was appointed by the Court as Interim Subclass Settlement Counsel for the Older Children's Injury (ages 7-17) subclass. Dkt. No. 929. Pursuant to this appointment, I have been an active participant in the settlement negotiation process.

2. Throughout the settlement negotiations, I advocated on behalf of potential older minor claimants in order to ensure that the negotiation process, claims procedure, and allocation would be fair and in the best interest of potential older children claimants.

3. After my appointment in August 2019, I familiarized myself with the factual and legal issues relevant to a children's subclass and the nature and extent of its members' injuries. I reviewed the pleadings and orders filed in this case and extensive materials regarding the injuries children have suffered from exposure to the Flint water. This review included research regarding the most accurate and comprehensive ways to measure harm and the manifestations of injury. I had regular contact with several leading experts in the area of the effects of lead exposure as well as residents of the affected communities, including my client, the putative subclass representative, regarding the real-world impact of the Flint Water Crisis.

4. Armed with knowledge about the effects, harms, and injuries exposure to the Flint water caused older children, I played an active role in settlement discussions among counsel for the putative class Plaintiffs, other putative subclasses, and the settling Defendants. These were arm's-length negotiations that occurred under the supervision of Court-appointed Special Master Deborah Greenspan. In addition to multiple conferences facilitated by Special Master Greenspan, I participated in numerous meetings and telephone conferences with other Subclass counsel, with putative class counsel, and with counsel for the State.

5. In my role as interim subclass counsel for the Children's Injury subclass, I advocated throughout the process on behalf of older children injured by lead-contaminated water in the City of Flint, and negotiated on their behalf with

respect to how an aggregate settlement amount paid by the settling Defendants would best be allocated between the various proposed subclasses. While the settlement agreement reached between the parties does not contemplate certification of a subclass of older children for settlement purposes, the agreement expressly includes both minors and their parents and provides relief for minor claimants, regardless of whether they would ultimately be part of a discrete subclass.

6. I helped develop the qualified settlement fund categories, monetary awards, and required proofs grid that will be used in the claims administration process to determine the amounts of any given monetary award to a minor claimant. This grid uses objective criteria to establish the appropriate category for each minor claimant based on the claimant's injuries and set the corresponding award amount to which the claimant is entitled. I played a significant role ensuring that the most accurate and comprehensive measures of harm were included in the settlement grid and valued properly. I advocated for criteria that experts in the field identified as the best means for assessing injury for older children and those criteria are now effectively included in the settlement grid.

7. Additionally, I reviewed and had input on the process for distribution of settlements funds to older children.

8. As finalized and agreed to by all participants, the grid and settlement processes provide an objective means for ascertaining the appropriate award amount to each minor claimant, ensuring that each minor claimant will be treated fairly.

9. I have independently determined that the settlement agreement reached between putative class and individual Plaintiffs and the settling Defendants is fair and in the best interests of the minors participating in the settlement. From my perspective, the agreement provides appropriate guidelines for monetary awards such that all older children participating in the settlement will be on equal footing when filing their claims with class members and other children, and will provide much-needed relief far sooner than would be the case if this matter were litigated through trial.

10. Based on my experience litigating class actions and multiple plaintiff cases, I believe that this settlement is in the best interest of older children participating in the settlement because it avoids the costs and inherent risks associated with continued litigation, as well as the further delays that would be caused by any appeal.

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

Executed: Santa Fe, New Mexico
November 16, 2020

Reed Colfax

Reed Colfax

such that all minors participating in the settlement will be on equal footing when filing their claims; and will provide much-needed relief far sooner than would be the case if this matter were litigated through trial.

8. This settlement is further in the best interest of minors participating in the settlement because it avoids the costs and inherent risks associated with continued litigation, as well as the further delays that would be caused by any appeal.

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

Executed: [Scottsdale, Arizona. October 16, 2020



Larry E. Coben

EXHIBIT G

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

**DECLARATION OF SETH R. LESSER
IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR CERTIFICATION OF A
SETTLEMENT CLASS**

I, Seth R. Lesser, make this declaration pursuant to 28 U.S.C. § 1746. I hereby declare under penalty of perjury that the following is true and correct:

1. I am a member of the Bar of this Court and am a partner in the law firm of Klafter Olsen & Lesser LLP. I was appointed by the Court as Interim Subclass Settlement Counsel for a Future Manifesting Injury Subclass. Dkt. No. 929. Pursuant to this appointment, I was an active participant in the settlement negotiation process, both in terms of the deliberations of the Subclass Settlement Counsel, among themselves, and with all the parties to the negotiations that led to the proposed settlement.

2. Inasmuch as no specific "subclass" for individuals with future manifesting injuries is within the settlement agreement reached between the parties, throughout the negotiating process I advocated on behalf of future claimants, both

minors as well as adults, and reviewed the various proposals with an eye to addressing such later-manifesting injuries. This included not only the monetary compensation proposals and allocation, but also considerations for programmatic relief, as well as the procedures directed to ensuring fair dissemination of notice of the settlement and appropriate claims procedures.

3. After my appointment in August of 2019, I spoke with the potential subclass representative, and thereupon reviewed a package of scientific, medical, epidemiological and other materials provided to the Subclass Settlement Counsel by the Plaintiffs' Steering Committee ("PSC") which also included materials relevant to the history of the litigation of this and the other parallel cases. I then went beyond those materials by obtaining yet other materials relating to the relevant medical concerns and spoke with several leading experts in the field so as to be able to evaluate the nature of future manifesting injuries, as well as what could be done to ameliorate the risks and to address such injuries should they manifest. I also spoke to individuals with knowledge as to the programs that exist and that might continue hereafter to exist that provide services to Flint residents, including adults and children, to evaluate, on a going forward basis, what evaluative and ameliorative programs existed and would continue to exist. In addition, I spoke to Lead Counsel, individual members of the PSC, and, after proposals were formulated vis-à-vis allocation, with Liaison Counsel and the Special Master regarding these matters as

well as related issues regarding funding or insurance to ensure maximum potential payments for future-arising (i.e., manifesting) injuries and claims.

4. In addition, I also took a leading role from October 2019 into February 2020 in organizing the Subclass Settlement Counsel through email communications, telephone conferences, and an in-person meeting in late January at which we developed a proposed plan of allocation. Thereafter, I continued to play a leading role among the Subclass Settlement Counsel in taking that proposal to Lead Counsel, Liaison Counsel, the Special Master, and the State's counsel, and being involved in conferences between these groups and individuals concerning the proposed allocation, as well as related issues concerning a settlement injury "grid" and how, in a settlement agreement, the various subclasses would be best handled. There was substantial back and forth between the Subclass Counsel, including myself, and the State and Liaison Counsel as to the structure of any settlement, the allocated amounts, and the nature of any claims process. These considerations are all necessarily intertwined with representing those individuals who may have first-time or exacerbated future manifesting injuries and my input was informed by the work described in paragraphs 3 and 4.

5. Accordingly, before and during the settlement meeting arranged by the Special Master on February 12 in Ann Arbor, I vigorously advocated on behalf of future claimants injured by lead-contaminated water in the City of Flint, and

negotiated on their behalf with respect to how an aggregate settlement amount paid by the Settling Defendants would be allocated between the various proposed subclasses. At the February 12 meeting, after day long in person negotiations, agreement was reached as to allocations of settlement amounts, but the negotiations also touched upon and raised further relevant matters as to notice, approval procedures, and the settlement grid.

6. Subsequently, over the next several months, I was one of the primary Subclass Counsel to remain involved in the negotiation of what became, in the proposed settlement, the Flint Water Cases Qualified Settlement Fund Categories, Monetary Awards, and Required Proofs Grid that will be used in the claims administration process to determine the amounts of any given monetary award to a minor claimants, which also apply to future minor claimants. This grid uses objective criteria to assess which category a minor claimant is in based on the claimant's injuries and indicates the corresponding award amount to which they are entitled. By providing an objective means for ascertaining the appropriate award amount to each minor claimant, the grid ensures that each claimants will be treated fairly.

7. In light of the work that I undertook; the materials I reviewed; the consultations I had with attorneys, doctors, experts, and counsel for the parties to the settlement agreement; and my own independent evaluation of the law and the settlement agreement itself, I am of the opinion that the settlement agreement

reached between putative Class and Individual Plaintiffs and the Settling Defendants is fair and in the best interests of future claimants, specifically minors, who may participate in the settlement. The agreement is the product of months of vigorous negotiation between the parties, provides clear guidelines for monetary awards such that all future minor claimants will be on equal footing when filing their claims; and will provide much-needed relief far sooner than would be the case if this matter were litigated through trial.

8. This settlement is further in the best interest of future claimants, including most materially minors, participating in the settlement because it avoids the costs and inherent risks associated with continued litigation, as well as the further delays that would be caused by any appeal.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true to the best of my knowledge, information and belief.

Dated: November 10, 2020
Rye Brook, New York



Seth R. Lesser

EXHIBIT H

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

**DECLARATION OF SARAH R. LONDON
IN SUPPORT OF CLASS PLAINTIFFS' MOTION TO CERTIFY
SETTLEMENT CLASS**

I, Sarah R. London, make this declaration pursuant to 28 U.S.C. § 1746. I hereby declare under penalty of perjury that the following is true and correct:

1. I am a partner at Lief Cabraser Heimann & Bernstein, LLP, and was appointed by the Court as Interim Subclass Settlement Counsel for a Property Damage Subclass. Dkt. No. 929. Pursuant to this appointment, I have been a participant in portions of the settlement negotiation process.

2. After my appointment in August 2019, I familiarized myself with the factual and legal issues relevant to the Property Damage subclass and the nature and extent of its members' injuries by gathering information from the subclass representative, speaking with subject matter experts, reviewing expert reports and analyses, and reviewing the pleadings and orders filed in this case..

3. I have played an active role in several settlement discussions between putative Class Plaintiffs and the State of Michigan, City of Flint, and individual governmental defendants (together, “Settling Defendants”). These were arm’s-length negotiations that occurred under the supervision of Court-appointed Special Master Deborah Greenspan and Court-appointed mediators the Honorable Pamela Harwood and Senator Carl Levin.

4. In my role as Interim Subclass Counsel for the Property Damage Subclass I vigorously advocated on behalf of Flint property owners that suffered losses due to the lead-contaminated water in the City of Flint, and negotiated on their behalf with respect to how an aggregate settlement amount paid by the Settling Defendants would be allocated between the various proposed subclasses.

5. I received the Flint Water Cases Qualified Settlement Fund Categories, Monetary Awards, and Required Proofs Grid that will be used in the claims administration process to determine the amounts of any given monetary award to a residential property damage claimant. The grid clearly sets forth the requirements for a residential property claimant to be eligible for a monetary award and the proof it must submit in support of a claim so as to ensure administration of claims.

6. Under the agreement, a property damage claimant must provide evidence of residential property ownership or lease. Once eligibility is established

through such proof, the amount of an award to a property damage claimant will depend in part upon the number of claimants seeking awards, subject to the limitation that no award for property damage will exceed \$1,000.

7. The agreement is the product of months of vigorous negotiation between the parties before three different Court-appointed neutrals; provides clear guidelines for monetary awards such that all Flint residential property claimants participating in the settlement will be on equal footing when filing their claims; and will provide much-needed relief far sooner than would be the case if this matter were litigated through trial.

8. This settlement avoids the costs and inherent risks associated with continued litigation, as well as the further delays that would be caused by any appeal.

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

Executed: San Francisco, California
November 16, 2020



Sarah R. London

2056537.1

EXHIBIT I

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

**DECLARATION OF DENNIS C. REICH
IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR CERTIFICATION
OF A SETTLEMENT CLASS**

I, Dennis C. Reich, make this declaration pursuant to 28 U.S.C. § 1746. I hereby declare under penalty of perjury that the following is true and correct:

1. I am a founding partner at Reich & Binstock, LLP, and was appointed by the Court as Interim Subclass Settlement Counsel for a Business Economic Loss (“Business Loss”) Subclass. Dkt. No. 929. Pursuant to this appointment, I have been an active participant in the settlement negotiation process.

2. After my appointment in August 2019, I familiarized myself with the factual and legal issues relevant to the Business Loss subclass and the nature and extent of its members’ injuries by speaking with the subclass representative, as well as by reviewing the pleadings and orders filed in this case. I also participated in multiple in person and telephonic meetings with Subclass Settlement Counsel and

Special Master Greenspan regarding the economic impact that the Flint water crisis had on commercial properties and business owners. I consulted with an urban policy expert and economist who analyzed the impact of the lead contamination on the revenues and profits of businesses located in the geographical area encompassing Flint and Genesee County, Michigan. I had also traveled to Flint shortly before being officially appointed as Subclass Settlement Counsel in the case and had an opportunity to observe and talk to some resident about the state of the local economy before and after the water crisis.

3. I have played an active role in settlement discussions between putative Class Plaintiffs and the State of Michigan, City of Flint, and individual governmental defendants (together, “Settling Defendants”). These were arm’s-length negotiations that occurred under the supervision of Court-appointed Special Master Deborah Greenspan and Court-appointed mediators the Honorable Pamela Harwood and Senator Carl Levin.

4. In my role as Interim Subclass Counsel for the Business Loss Subclass I vigorously advocated on behalf of Flint businesses that suffered economic losses due to the lead-contaminated water in the City of Flint, and negotiated on their behalf with respect to how an aggregate settlement amount paid by the Settling Defendants would be allocated between the various proposed subclasses.

5. I provided input on and reviewed the Flint Water Cases Qualified Settlement Fund Categories, Monetary Awards, and Required Proofs Grid that will be used in the claims administration process to determine the amounts of any given monetary award to a business loss claimant. The grid clearly sets forth the requirements for a business to be eligible for a monetary award and the proof it must submit in support of a claim so as to ensure a fair administration of claims.

6. Under the agreement, damages for business loss are measured by loss of net profits year of year as reflected in a business' tax filing, which will provide for an award commensurate with economic losses, subject to a cap of \$5,000. The cap on losses allows for broad compensation across the business loss subclass.

7. I have independently determined that the settlement agreement reached between putative Class and Individual Plaintiffs and the Settling Defendants is fair and in the best interests of the Business Loss claimants participating in the settlement. The agreement is the product of months of vigorous negotiation between the parties before three different Court-appointed neutrals; provides clear guidelines for monetary awards such that all Flint businesses participating in the settlement will be on equal footing when filing their claims; and will provide much-needed relief far sooner than would be the case if this matter were litigated through trial.

8. This settlement is further in the best interest of Flint businesses participating in the settlement because it avoids the costs and inherent risks

associated with continued litigation, as well as the further delays that would be caused by any appeal.

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

Executed: Houston, Texas
October 1, 2020



Dennis C. Reich

EXHIBIT J

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

**DECLARATION OF VINCENT J. WARD
IN SUPPORT OF CLASS PLAINTIFFS' MOTION FOR CERTIFICATION
OF A SETTLEMENT CLASS**

I, Vincent J. Ward, make this declaration pursuant to 28 U.S.C. § 1746. I hereby declare under penalty of perjury that the following is true and correct:

1. I am a partner at Freedman, Boyd, Hollander, Goldberg, Urias & Ward, and was appointed by the Court as Interim Subclass Settlement Counsel for an Adult Injury Subclass. Dkt. No. 929. Pursuant to this appointment, I have been an active participant in the settlement negotiation process.

2. After my appointment in August 2019, I familiarized myself with the factual and legal issues relevant to an adult injury subclass and the nature and extent of its members' injuries by speaking with the subclass representative, as well as by reviewing the pleadings and orders filed in this case. I also met with members of the subclass, spoke with medical and other experts, analyzed data concerning the impact

of lead exposure on adults in Flint, and engaged in several meetings with liaison, class, and other subclass counsel.

3. I have played an active role in settlement discussions between putative Class Plaintiffs and the State of Michigan, City of Flint, and individual governmental defendants (together, “Settling Defendants”). These were arm’s-length negotiations that occurred under the supervision of Court-appointed Special Master Deborah Greenspan and Court-appointed mediators the Honorable Pamela Harwood and Senator Carl Levin.

4. In my role as Interim Subclass Counsel for the Adult Injury Subclass I vigorously advocated on behalf of adult residents of Flint, Michigan that suffered injuries due to the lead-contaminated water in the City of Flint and negotiated on their behalf with respect to how an aggregate settlement amount paid by the Settling Defendants would be allocated between the various proposed subclasses.

5. I provided input on and reviewed the Flint Water Cases Qualified Settlement Fund Categories, Monetary Awards, and Required Proofs Grid that will be used in the claims administration process to determine the amounts of any given monetary award to a residential property damage claimant. The Grid clearly sets forth the requirements for an adult class member to be eligible for a monetary award and the proof he or she must submit in support of a claim so as to ensure a fair administration of claims.

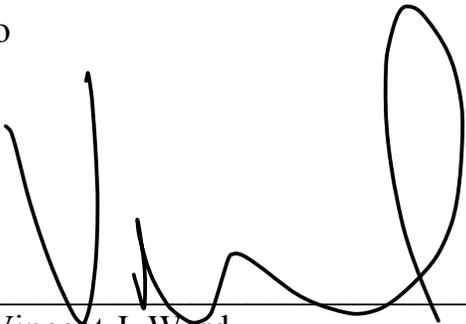
6. Under the agreement, damages for adult injuries are available for adults who were exposed to Flint water and had demonstrated elevated blood lead levels during a specified period; suffered physical injuries from lead exposure; contracted Legionnaire's disease; or suffered a miscarriage during a specified period. The Grid attached as an Exhibit to the Settlement agreement explains the required proofs for each of these separate categories, which proofs including blood or bone tests and/or medical records. These are objective requirements that will apply equally to all potential adult claimants.

7. I have independently determined that the settlement agreement reached between putative Class and Individual Plaintiffs and the Settling Defendants is fair and in the best interests of the Adult Injury claimants participating in the settlement. The agreement is the product of months of vigorous negotiation between the parties before three different Court-appointed neutrals; provides clear guidelines for monetary awards such that all Flint businesses participating in the settlement will be on equal footing when filing their claims; and will provide much-needed relief far sooner than would be the case if this matter were litigated through trial.

8. This settlement is further in the best interest of adults participating in the settlement because it avoids the costs and inherent risks associated with continued litigation, as well as the further delays that would be caused by any appeal.

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

Executed: Albuquerque, New Mexico
November 16, 2020



Vincent J. Ward

EXHIBIT K

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re FLINT WATER CASES

Civil Action No. 5:16-cv-10444-JEL-
MKM (consolidated)

Hon. Judith E. Levy
Mag. Mona K. Majzoub

DECLARATION OF CAMERON R. AZARI, ESQ. ON SETTLEMENT NOTICE PLAN

I, Cameron Azari, 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 I have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing and implementing, large-scale legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”).

4. Hilsoft 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 450 cases, including more than 40 multi-district litigations, Hilsoft 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 Hilsoft, and those decisions have invariably withstood appellate and collateral review.

EXPERIENCE RELEVANT TO THIS CASE

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

DECLARATION OF CAMERON R. AZARI, ESQ. ON SETTLEMENT NOTICE PLAN

EXHIBIT L

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In Re Flint Water Cases

No. 5:16-cv-10444-JEL-MKM

HON. JUDITH E. LEVY

MAG. MONA K. MAJZOUB

**DECLARATION OF SCOTT H. FREEMAN ON BEHALF
OF ARCHER SYSTEMS, LLC**

I, SCOTT H. FREEMAN, declare and state as follows:

1. The following statements are based on my personal knowledge and information and if called on to do so, I could and would testify competently thereto.

2. I am the Co-Founder and Co-Chairman of ARCHER Systems, LLC (“ARCHER”, formerly The Settlement Alliance, LLC), headquartered in Houston, Texas. Over the past 17 years, I have handled a wide range of complex legal administrations, including thousands of cases that arose from litigation due to a personal injury, wrongful death, and worker’s compensation claims. Within the past six years alone, I have served as the court-appointed qualified settlement fund administrator and trustee on over 150,000 personal injury, pharmaceutical, medical device and chemical plant explosion cases around the country involving billions of dollars. I have also been jointly selected by plaintiff and defense counsel as a special master for allocation of settlement proceeds amongst claimants, as a special assistant to the special master and as a settlement consultant to the guardians ad litem on over 5,000 cases involving minors and/or incapacitated adults.

3. ARCHER is a national settlement and claims administrator firm with services that include qualified settlement fund administration, class action settlement coordination, probate/bankruptcy coordination, trust services, healthcare lien resolution, Medicare Set-Asides, and medical record review. ARCHER employs more than 300 team members, including a comprehensive team of staff attorneys, nurses, CPAs, government benefit specialists, and administrative staff. ARCHER is headquartered in Houston, Texas and has several office locations across the country. ARCHER has managed more than \$12.5 billion in settlement funds and administered the claims of more than 450,000 individual Claimants in all 50 states and most U.S. Territories.

4. ARCHER provides a full range of litigation-related administrative services to assist in the efficient management of class action settlement platforms including, but not limited to:

- a. Establishing settlement trust and/or escrow accounts, primarily in the form of 26 C.F.R. § 1.468B-1 Qualified Settlement Funds in both federal and state courts;
- b. Serving as the Qualified Settlement Fund Administrator in both federal and state courts;
- c. Providing full-service treasury management with a complete complement of accounting, settlement check issuance, payment controls, and reconciliation facilities;
- d. Issuing class action notices;

- e. Providing full-service data management and mailing resources, including address verification;
- f. Reviewing and processing class members' records and data reflecting injury status and payment amounts;
- g. Providing national bankruptcy coordination for debtor Claimants;
- h. Providing national probate coordination for deceased Claimants;
- i. Hosting claimant call center to answer queries related to settlement status and procedures;
- j. Developing settlement informational websites;
- k. Directing claimant location services including skip tracing and investigative research; and
- l. Coordinating with a wide range of professionals and fiduciaries, including trustees and accountants to implement settlements.

5. I am currently serving as court-appointed trustee in a Qualified Settlement Fund Trust that is currently pending in the United States District Court, Southern District of New York, in the case entitled: In re: General Motors LLC Ignition Switch Litigation, Case No. 1:14-md-02543-JMF. Similarly, ARCHER serves as court-appointed administrator of a Qualified Settlement Fund in numerous cases. A few of these cases are listed below:

- a. In Re: Invokana (Canagliflozin) Products Liability Litigation, United States District Court, District of New Jersey, Case No. 3:16-md-02750-BRM-LHG;

- b. In Re: Testosterone Replacement Therapy Products Liability Litigation, United States District Court for the Northern District of Illinois, Case No. 1:14-cv-01748 (MDL No. 2545);
- c. In re: Ethicon, Inc. Pelvic Repair System Products Liability Litigation, United States District Court, Southern District of West Virginia (Charleston), Case No. 2:12-md-02327 (MDL No. 2327);
- d. In re: Depakote Products Liability Litigation, United States District Court for the Southern District of Illinois, Case number 19-cv-910-NJR.

6. I have been asked to review the proposed Settlement Agreement (“Settlement Agreement” or “Agreement”) in the above-captioned case and asked to consider whether ARCHER can and would serve as Claims Administrator and QSF Administrator if so appointed by the Court. It is my considered opinion that ARCHER is very well qualified to perform the duties required under the proposed settlement and ARCHER is specially equipped and positioned to successfully perform those duties.

- a. ARCHER can support all facets of settlement administration from claims administration through distributions creating seamless hand offs between critical aspects of the settlement administration spectrum.
- b. We have extensive experience working with claimants who are minors within large settlement programs.
- c. Our settlement administration utilizes a combination of human expertise and technology to conduct claims reviews, lien audits and

financial accounting/disbursements with a high degree of accuracy and efficiency.

- d. ARCHER's Qualified Settlement Fund services are robust and we've managed numerous multi-million and billion dollar settlement programs.
- e. We offer additional important services that the participating law firms and Claimants can access on an a la carte basis to facilitate a smooth settlement administration program.
- f. Our team is extremely familiar with structured settlement annuities, needs-based benefit preservation methods, and coordination with specialists providing those services.

7. The proposed Settlement Agreement imposes a substantial set of duties for the Claims Administrator, including:

- a. Establish processes and procedures to implement the duties and obligations assigned to the Claims Administrator under this Settlement Agreement;
- b. Establish evidentiary review procedures to detect and prevent the submission of fraudulent evidence; review and evaluate Registration Forms, Claim Forms, and Claims Materials in a timely, consistent, and accurate fashion to determine compliance with the submission requirements; determine the compensation category for which each

Claimant is eligible or determine whether the Claimant is not eligible for payment;

- c. Set-up and maintain a secure database to contain all relevant data regarding each Claimant (and providing access and use to the Special Master), including but not limited to: Registration Forms, Claim Forms, and Claims Materials; assigned Settlement Category; communications to/from Claimants (including but not limited to Adverse Notices, Favorable Notices, Reconsideration Requests, appeals); and any other data deemed relevant by the Parties, the Claims Administrator, Lien Resolution Administrator, QSF Administrator, or the Special Master;
- d. Coordinate and communicate as necessary with the Parties, their counsel, and others as directed by the Parties; design and maintain an official website; establish a “help line” to answer questions from Claimants regarding processes and procedures for registering for and participating in the Settlement Program; and coordinate with the Co-Lead Class Counsel, Co- Liaison Counsel, and Defendants’ Counsel in drafting form letters for use in conveying such things as Adverse Notices, Favorable Notices, and Monetary Awards, if any, to Claimants;
- e. Coordinate and communicate with the Settlement Planning Administrator and the Master GAL or other person designated by the Federal Court to ensure that all Structured Settlements are established in compliance with applicable laws and regulations,

including “qualified assignments” that will comply with Section 130(c) of the Internal Revenue Code, and “non-qualified assignments” that will not rely upon nor comply with Internal Revenue Code 130(c) (see P.L.R. 200836019);

- f. Provide monthly reports to Plaintiffs’ Counsel and Defendants’ Counsel regarding all tasks performed by the Claims Administrator, Special Master, and Lien Resolution Administrator in accordance with the Settlement Agreement, including (i) the status of the Claims Administrator’s registration and Claims reviews and determinations; (ii) the number of Adverse Notices issued and the status of Claimants’ responses thereto; (iii) the number and status of Reconsideration Requests; (iv) the number and status of appeals; (v) the number of Favorable Notices; (vi) the number of Claimants assigned to each Settlement Category; and (vii) the status of lien resolution by the Lien Resolution Administrator;
- g. The Claims Administrator shall establish a secure website to facilitate the transmission of and access to in electronic form all submissions to and communications from the Claims Administrator or the Special Master authorized or required by this Settlement Agreement. This website shall be hosted in a secure environment;
- h. Maintain appropriate books, records, and documents such as contracts, tax returns, invoices and receipts including those needed for the

purpose of obtaining reimbursement of costs and expenses related to the performance of the Claims Administrator's duties under this Settlement;

- i. Maintain a list of Claimants and, if any, their retained counsel; and
- j. Perform such other tasks reasonably necessary to accomplish the goals contemplated by this Settlement Agreement, as agreed to by Plaintiffs' Counsel, Defense Counsel, and the Claims Administrator.

8. Additionally, I have been asked to review the proposed Settlement Agreement in the above-captioned case and to consider whether the Settlement Program is fair and effective. Based upon my experience with similar settlements, the Settlement Program appears to be both fair and effective. Complete with the requisite information, the contemplated Settlement Program provides adequate notice to encourage all potential Claimants to file separate and timely Registration and Claim Forms to be considered for inclusion in the settlement. The Settlement Program provides potential Claimants with the option of filing Registration and Claim Forms by mail or via the settlement website. A call center will also be available to provide potential Claimants with a resource to answer questions regarding the Settlement Program. ARCHER has considerable experience in claims administration roles and will employ a team of tort-specific trained employees solely dedicated to the review of claimant submissions, including Registration and Claim Forms, in addition to supporting documentation, to ensure document sufficiency and integrity. Each Claimant's Registration and Claim Forms and supporting documentation will be

individually reviewed to certify accuracy and satisfaction of the terms of the Settlement Program.

9. ARCHER is also being proposed, together with MASSIVE, to serve as Lien Resolution Administrators (“LRAs”) for the Settlement. The large number of potential Claimants requires a consistent and universal resolution program to satisfy the repayment rights for both government health plan entities and private plan entities, if any, and ARCHER and MASSIVE are well situated to work with those entities to identify and secure global procedures and associated repayment terms that will create the most favorable results and efficiencies for the parties. ARCHER has deep subject matter experience in the development of global models for lien resolution and is ideally suited to serve as LRA for this litigation. In other contexts, ARCHER has successfully secured CMS’s approval on global resolution models in a broad variety of national mass tort, multi-district litigation, and class action matters, including *Medtronic Infuse Bone Graft Litigations*, *Janssen Risperdal Confidential Exposure Litigations*, *In re: Avandia Marketing, Sales Practices and Products Liability Litigation*, Case No. 07-md-1871, MDL 1871 (E.D. Pa.), *Pradaxa, Wright Hip, Granuflo, In re: Testosterone Replacement Therapy Products Liability Litigation*, Case No. 14-cv-1748, MDL 2545 (N.D. Ill.), *In re: Benicar (Olmesartan) Products Liability Litigation*, Case No. 15-md-2606, MDL 2606 (D.N.J.), and *In re: Stryker LFIT V40 Femoral Head Products Liability Litigation*, Case No. 17-md-2768, MDL 2768 (D. Ma.).

10. ARCHER and MASSIVE’s resolution programs provide significant

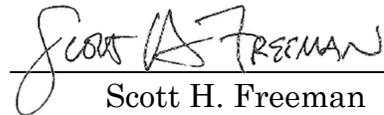
benefits to claimants and defendants alike. For Claimants, ARCHER and MASSIVE will create a global resolution program that avoids the time delays associated with individual, claimant- by-claimant reimbursement. It also ensures that similarly situated Claimants achieve parallel outcomes and a fair reimbursement amount for each compensable injury category. For defendants, ARCHER and MASSIVE's global programs address the defendants' mandatory insurer reporting requirements under Section 111 of MMSEA. In most global resolution programs, ARCHER has obtained "exemptions" from MMSEA reporting for every defendant who settles claims. Here, ARCHER and MASSIVE will coordinate such exemptions for all involved defendants.

11. In sum, the duties required under the Settlement Agreement for the Claims Administrator and QSF Administrator are substantial, complex, and require both close involvement and a long-term commitment. The rates proposed by ARCHER to administer this settlement are both reasonable and competitive for such duties and period. ARCHER specializes in complex settlement administrations of this type and has extensive experience in doing so. Examples of ARCHER's administration of complex class actions requiring a similar level of hands-on oversight by the Claims Administrator and QSF Administrator include the following: *Federal Insurance Company vs. Caldera Medical, Inc., et al.*, U. S. District Court, Central District of California; *Bernadette Tanguilig v. Bloomingdale's, Inc.*, Superior Court of California, County of San Francisco; *George G. Parker, et al., individually and on behalf of all others similarly situated, vs. The City of Dallas, Texas*; *David S.*

Martin, et al., individually and on behalf of all others similarly situated vs. The City of Dallas, Texas, 382nd Judicial District Court, Rockwall County Texas; Jeffrey Davis and Tiffany Carroll v. World Wide Consulting Services, Inc., Peter D. Ferrigan, and Jeff Wyler Automotive Family, Inc., United States District Court for the Southern District of Ohio; and Moen, et al., v. Regents of University of California, Superior Court of the State of California, County of Alameda.

I declare under penalty of perjury, under the laws of the State of Michigan, that the foregoing is true and correct.

Executed this 17th day of November, 2020 at Houston, Texas.



Scott H. Freeman

a) *In re Takata Airbag Products Liability Litigation*, 1:15-md-02599-FAM (S.D. Fla), involved \$1.49 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford regarding Takata airbags. The notice plans in those settlements included individual mailed notice to more than 59.6 million potential class members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

b) *Hale v. State Farm Mutual Automobile Insurance Company, et al.*, 12-cv-00660 (S.D. Ill.), involved a \$250 million settlement with approximately 4.7 million class members. The extensive notice program provided individual notice via postcard or email to approximately 1.43 million class members and implemented a robust publication program which, combined with individual notice, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each.

c) *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.), involved a comprehensive notice program that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort.

d) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a \$6.05 billion settlement reached by Visa and MasterCard in 2012 with an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult

impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent superseding \$5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication units and banner notices, which generated more than 689 million adult impressions.

e) *In Re: Premera Blue Cross Customer Data Security Breach Litigation*, 3:15-md-2633 (D. Ore.), involved an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a \$32 million settlement for a “security incident” regarding class members’ personal information stored in Premera’s computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts.

f) *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 a dual 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.

g) *In re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.), for multiple bank settlements from 2010-2020, the notice programs involved direct mail and email to millions of class members, as well as publication in relevant local newspapers. The more than 20 representative banks include Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank, and Synovus.

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6. Courts have recognized our testimony as to which method of notification is appropriate for a given case, and I have provided testimony on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. For example:

a) *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D. NY.) Judge Margo K. Brodie stated on December 13, 2019:

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.

b) *In re: Takata Airbag Products Liability Litigation (Ford)*, MDL No. 2599 (S.D. Fla.), Judge Federico A. Moreno stated on December 20, 2018:

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.

c) *Hale v. State Farm Mutual Automobile Insurance Company, et al.*, 3:12-cv-00660-DRH-SCW (S.D. Ill.), Judge Herndon stated on December 16, 2018:

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

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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.

d) *Vergara, et al., v. Uber Technologies, Inc.*, 1:15-CV-06972 (N.D. Ill.), Judge

Thomas M. Durkin stated on March 1, 2018:

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.

e) *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products*

Liability Litigation (Bosch Settlement), MDL No. 2672 (N.D. Cal.), Judge Charles R.

Breyer stated on May 17, 2017:

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice “apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections.” Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% “exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used.” (Dkt. No. 3188-2 ¶ 24.)

f) *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.*, No. 14-23120

(S.D. Fla.), Judge Marcia G. Cooke stated on April 11, 2016:

Pursuant to the Court’s Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court’s Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

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g) *Rose v. Bank of America Corporation, and FIA Card Services, N.A.*, Nos. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (N.D. Cal.), Judge Edward J. Davila stated on August 29, 2014:

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.

h) *In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, on April 20, 2010, MDL No. 2179 (E.D. La.), Judge Carl J. Barbier stated on January 11, 2013:

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 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.

7. Numerous other court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.

8. 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

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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 Hilsoft since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Before assuming my current role with Hilsoft, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have over 20 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved with hundreds of successful notice programs.

OVERVIEW

9. This declaration details the Settlement Notice Plan (“Notice Plan”) proposed here for the Settlement in *In re Flint Water Cases*, Civil Action No. 5:16-cv-10444-JEL-MKM (consolidated) in the United States District Court for the Eastern District of Michigan. 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 Hilsoft and Epiq. We developed the Notice Plan based on our extensive prior experience and research into the notice issues in this case. We have analyzed the most effective method of notice for this Settlement Class.

10. Given our experience with similar notice efforts, we expect that the proposed Notice Plan notice efforts will reach at least 90% of the Settlement Class Members. In my experience, the projected reach of the Notice Plan is consistent with other court-approved notice programs, and has been designed to meet due process requirements. In my opinion, the Notice Plan is the best notice practicable under the circumstances of this case and satisfies the requirements of due process, including its “desire to actually inform” requirement.¹

¹ “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

NOTICE PLANNING METHODOLOGY

11. Rule 23 of the Federal Rules of Civil Procedure directs that the best notice practicable under the circumstances, including “individual notice to all members who can be identified through reasonable effort.”² The proposed Notice Plan satisfies this requirement.

12. Hilsoft uses data sources and tools that are commonly employed by experts in this field to analyze the reach and frequency³ of the media portion of a Notice Plan. These include GfK Mediamark Research & Intelligence, LLC (“MRI”) data,⁴ which provides statistically significant readership and product usage data, Comscore⁵ and Alliance for Audited Media (“AAM”)⁶

² FRCP 23(c)(2)(B).

³ Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Notice “exposure” is defined as the opportunity to read a notice. The average “frequency” of notice exposure is the average number of times that those reached by a notice would be exposed to a notice.

⁴ GfK Mediamark Research & Intelligence, LLC (“MRI”) is a leading source of publication readership and product usage data for the communications industry. MRI offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, MRI provides information to magazines, televisions, radio, Internet, and other media, leading national advertisers, and over 350 advertising agencies—including most of the top agencies in the United States. MRI’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

⁵ Comscore is a global Internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and Internet usage data. Comscore maintains a proprietary database of more than two million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. Comscore panelists also participate in survey research that captures and integrates their attitudes and intentions.

⁶ Established in 1914 as the Audit Bureau of Circulations (“ABC”), and rebranded as Alliance for Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third party auditing organization in the U.S. It is the industry’s leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are

statements, which certify how many readers buy or obtain copies of publications. These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach of a particular mailing and media schedule. We combine the results of this analysis to help determine notice plan sufficiency and effectiveness.

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

14. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914; 90 to 100% of media directors use reach and frequency planning;⁷ all of the leading advertising and communications textbooks cite the need to use reach and frequency planning.⁸ Over 350 advertising agencies, 200 _____ conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures.

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

⁸ Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING 93 122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

media companies and 50 plus advertisers use MRI data, Comscore is used by the major holding company agencies worldwide which includes Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent agencies for TV and digital media buying and planning, and at least 25,000 media professionals in 100 different countries use media planning software.⁹

NOTICE PLAN DETAIL

15. I have reviewed the proposed Settlement Agreement and the Notice Plan is designed to provide notice to the following Settlement Class:

[A]ll persons or entities who are or could be claiming personal injury, property damage, business economic loss, unjust enrichment, breach of contract, or seeking any other type of damage or relief because at any time during the Exposure Period they: (1) were an Adult who owned or lived in a residence that received water from the Flint Water Treatment Plant, or were legally liable for the payment of such water; (2) owned or operated a business including income earning real property and any other businesses, that received water from the Flint Water Treatment Plant or were legally liable for the payment for such water; or (3) were an Adult during the Exposure Period and who ingested or came into contact with water received from the Flint Water Treatment Plant.

Excluded from the Settlement Class are: (1) Defendants; (2) the judicial officers to whom this case is assigned in the Federal Court, Genesee County Circuit Court, and Court of Claims, their staff, and the members of their immediate families; (3) all Individual Plaintiffs; and (4) all persons who timely opt out of the Settlement Class.

16. I fully understand that the defined terms used in the definition of the Settlement Class are defined in the Settlement Agreement as follows:

- “Adult” means any person 18 years or older.
- “Exposure Period” means April 25, 2014 to the Execution Date.
- “Flint Water Treatment Plant” means the facility at 4500 Dort Highway, Flint, MI 48506 that treats and distributes water to Flint residents and service areas

⁹ For example, Telmar is the world's leading supplier of media planning software and support services. Over 25,000 media professionals in 100 countries use Telmar systems for media and marketing planning tools including reach and frequency planning functions. Established in 1968, Telmar was the first company to provide media planning systems on a syndicated basis.

identified on Exhibit 4 of the Settlement Agreement.

17. It is my understanding from discussions with counsel that the Settlement (the “Settlement Program”) is global in nature and includes remedies for Settlement Class Members and separately, individuals who are a “Minor,” and “Individual Plaintiffs” (who are represented by their own counsel). It is further my understanding that individuals who are a Minor and previously noted Individual Plaintiffs are not members of the Settlement Class.

18. It is my understanding that the parties will provide Epiq with a Settlement Class List (that may be combined with other commercially available lists of people who live or lived in Flint, Michigan during the Exposure Period), which will include the last known mailing addresses for all known Settlement Class Members. The Notice Plan provides for sending a Long Form Notice Package (Settlement Program Overview Notice, Long Form Notice, Registration Form, Opt Out Form, and Compensation Form) to all Settlement Class Members who are reasonably identifiable from the records to be provided to Epiq. The Long Form Notice Package will be mailed via United States Postal Service (“USPS”) first class mail. The Notices will direct the recipients to a website dedicated to the Settlement where they can access additional information.

Individual Notice – Direct Mail

19. Epiq will send a Long Form Notice Package to the Settlement Class Members included on the Settlement Class List. The Long Form Notice Package will include the a Settlement Program Overview Notice, Long Form Notice, Registration Form, Opt Out Form, and Compensation Grid. A copy of the proposed Settlement Program Overview Notice and Long Form Notice are included as **Attachment 2**.

20. A Claim Form will not be included as part of the Long Form Notice Package. After the Registration Form submission period concludes, a separate Claim Form Package will be sent to Settlement Class Members who file a complete and valid Registration Form by the deadline. The Claim Form Package will include a Claim Form and Claim Form Filing Instructions.

21. All Long Form Notice Packages will be sent via USPS first class mail. Prior to

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mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS.¹⁰ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip codes, 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.

22. Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the addresses 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, Long Form Notice Packages will be promptly re-mailed.

23. Additionally, a Long Form Notice Package will be mailed via USPS first class mail to all persons who request one via the toll-free telephone number (to be established regarding the Settlement).

The Media Plan

24. The Media Plan includes various forms of notice including local newspaper print publication, digital banner notices, social media, online video and audio ads, local television, local radio (both paid and through Public Service Announcements (“PSAs”), sponsored search, and a national informational release.

Local Newspaper Publication

25. The Notice Plan includes publishing an approximate 1/4 page Publication Notice in *The Flint Journal*, which will appear once in a Sunday edition and once in a weekday edition. *The Flint Journal* has a daily readership of 64,571 and a Sunday readership of 85,203. According to

¹⁰ 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.

GfK MRI, adults in Flint, Michigan are 21% more likely than the average U.S. adult to read a daily newspaper and 30% more likely to read a Sunday paper.

26. Positioning will be sought for the Notices to be placed opposite news articles to help ensure that over the course of the media schedule, the greatest practicable number of Settlement Class Members will see the Notice.

Digital Banner Notice

27. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to GfK MRI syndicated research, approximately 84% of adults in Flint, Michigan are online.

28. The Notice Plan includes advertising with Banner Notices on selected advertising networks that Settlement Class Members may visit regularly, all selected based on cost efficiency, timing, and contribution to the overall reach of the target audiences. The Banner Notices will link directly to the settlement website, thereby allowing visitors easy access to relevant information and documents. The Banner Notices will use language from the Publication Notice, which will allow users to identify themselves as potential Settlement Class Members.

29. The Notice Plan includes Banner Notices in various sizes, which will be placed on the *Google Display Network*. Banner Notices on the *Google Display Network* will run on desktop, mobile and tablet devices and will be targeted as detailed in the table in paragraph 31.

30. The Notice Plan also includes advertising in the form of Banner Notices on social media, which will include *Facebook* and *Instagram*. According to GfK MRI, 74% of adults in Flint, Michigan use social networking. *Facebook* is the leading social networking site in the United States and combined with *Instagram* covers more than 300 million users in the United States.

31. More details regarding the Banner Notices, are as follows:

<i>Network / Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Sizes</i>	<i>Impressions</i>
<i>Facebook*</i>	Adults 18+	State of Michigan	Newsfeed & Right Hand Column	8,625,000
<i>Facebook*</i>	Adults 18+	Flint, Michigan	Newsfeed & Right Hand Column	2,250,000
<i>Facebook*</i>	Interests: Drinking Water, Water Pollution, Water Quality, Water Supply, or Water Treatment	Flint, Michigan	Newsfeed & Right Hand Column	750,000
<i>Google Display Network*</i>	Adults 18+	State of Michigan	728x90, 300x250, 300x600, 970x250	16,700,000
<i>Google Display Network*</i>	Adults 18+	Flint, Michigan	728x90, 300x250, 300x600, 970x250	8,000,000
<i>Google Display Network^</i>	Adult 18+	Flint, Michigan	728x90, 300x250, 300x600, 970x250	1,250,000
<i>Google Display Network*</i>	Contextual Targeting: Water Supply & Treatment	Flint, Michigan	728x90, 300x250, 300x600, 320x50	750,000
<i>Google Display Network*</i>	Custom Affinity Audience: "Flint Water Crisis"	Flint, Michigan	728x90, 300x250, 300x600, 320x50	750,000
<i>Google Display Network*</i>	Custom Intent Audience: "Flint Water Crisis"	Flint, Michigan	728x90, 300x250, 300x600, 320x50	750,000
<i>Instagram*</i>	Adults 18+	State of Michigan	Newsfeed	5,250,000
<i>Instagram*</i>	Adults 18+	Flint, Michigan	Newsfeed	1,500,000
<i>Instagram*</i>	Interests: Drinking Water, Water Pollution, Water Quality, Water Supply, or Water Treatment	Flint, Michigan	Newsfeed	500,000
TOTAL				47,075,000

* Notices will be in English. ^Notices will be in Spanish.

32. Combined, approximately 47 million adult impressions will be generated by the Banner Notices, which will run for approximately 30 days. Clicking on the Banner Notices will link the reader to the settlement website to obtain detailed information about the Settlement.

33. The Banner Notices will be geo-targeted to both Flint, Michigan and the entire state of Michigan. Since it is expected that some individuals who lived in Flint, Michigan during the Exposure Period will have moved to other parts of the United States, the following supplemental

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digital Banner Notices will provide notice to non-Michigan state residents.¹¹ All of the Banner Notices will be displayed in English. More details regarding the Banner Notices, is as follows:

<i>Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Sizes</i>	<i>Impressions</i>
<i>Facebook</i>	Adults 18+	Geography: Chicago, Milwaukee, Cleveland, Columbus (OH), Indianapolis, Cincinnati	Newsfeed & Right Hand Column	20,150,000
<i>Google Display Network</i>	Adults 18+	Geography: Chicago, Milwaukee, Cleveland, Columbus (OH), Indianapolis, Cincinnati	728x90, 300x250, 300x600, 970x250	29,850,000
<i>Instagram</i>	Adults 18+	Geography: Chicago, Milwaukee, Cleveland, Columbus (OH), Indianapolis, Cincinnati	Newsfeed	10,350,000
<i>TOTAL</i>				<i>60,350,000</i>

34. Combined, approximately 60.3 million adult impressions will be generated by the Banner Notices, which will run for approximately 30 days. Clicking on the Banner Notices will link the reader to the settlement website to obtain detailed information about the Settlement.

35. Throughout the implementation of the Notice Plan, Hilsoft will continuously monitor the effectiveness of the Banner Notices to ensure impression goals are met. Banner Notices will also be targeted (remarketed) to people who visit the settlement website.

Local Flint, Michigan Television

36. According to GfK MRI, 65% of adults in Flint, Michigan are medium to heavy television viewers. The Notice Plan includes 30-second television spots that will air in English on 4-5 local television stations in Flint, Michigan and additional cable television stations geo-targeted to Flint, Michigan. Approximately, 900 television spots will air during a two week schedule on the selected television stations. The television spots will air all days of the week, including weekends, across all major times of day ensuring coverage to a wide range of viewers.

¹¹ Chicago, Milwaukee, Cleveland, Columbus (OH), Indianapolis, and Cincinnati were identified as large metropolitan areas surrounding the state of Michigan, and are selected to target potential Settlement Class Members who may have moved outside the state, but stayed in the greater East North Central area (defined by the Census as Wisconsin, Illinois, Indiana, Ohio, and Michigan).

Local Flint, Michigan Radio Notice

37. The Notice Plan includes 30-second radio spots that will air in English on 8-10 local radio stations in Flint, Michigan. Approximately, 700 radio spots will air during a two week schedule on the selected radio stations. The radio spots will air all days of the week, including weekends, across all major times of day ensuring coverage to a wide range of listeners.

38. The radio spots will feature the settlement website address and toll-free telephone number to increase the opportunity for Settlement Class Members to obtain more information and respond.

Additional Broadcast Efforts

39. In addition, Banner Notices and Radio Ads will be placed on *Pandora / SoundCloud*. The Radio Ads will be 15 and/or 30 second audio ads and will play alongside a companion Banner Notice to provide a visual element to the audio ad. Pandora, a subsidiary of Sirius XM, is the largest streaming music provider in the U.S., with approximately 70 million national users each month.

40. Video Ads (similar to the television ads) will also be displayed on the website YouTube.com as “Pre-Roll” 30-second skip-able in-stream Video Ads, which will appear when a user begins to view a video. If a user skips the ad before 30 seconds, there is no cost. A cost is only incurred if the user watches for the full 30 seconds. Ads will be served on both the YouTube desktop and mobile website (including on the YouTube mobile app) and include a click-through function to the settlement website.

<i>Network / Property</i>	<i>Target</i>	<i>Distribution</i>	<i>Ad Sizes</i>	<i>Impressions</i>
<i>Pandora / SoundCloud*</i>	Adults 18+	State of Michigan	15/30 second radio ads & companion banner	5,600,000
<i>Pandora / SoundCloud^</i>	Adults 18+	State of Michigan	15/30 second radio ads & companion banner	500,000
<i>Pandora / SoundCloud*</i>	Adults 18+	Flint, Michigan	15/30 second radio ads & companion banner	1,600,000
<i>YouTube.com*</i>	Adults 18+	Flint, Michigan	Pre-Roll: 30-second skip-able in-stream video ads	1,250,000
<i>TOTAL</i>				<i>8,950,000</i>

* Notices will be in English. ^Notices will be in Spanish.

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State of Michigan Radio PSAs

41. The Notice Plan includes a 30-second PSA in both English and Spanish, which will be distributed throughout the state of Michigan to English and Spanish language radio stations. A PSA Notice Package will include a letter explaining the important legal nature of the PSA to gain the attention of public service directors and encourage stations to air the information. The radio spots will feature the settlement website address and toll-free telephone number to increase the opportunity for Settlement Class Members to obtain more information and/or respond to the Notice.

Sponsored Search Listings

42. The Notice Plan includes purchasing sponsored search listings 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 search engine visitors search on selected common keyword combinations related to the Settlement, the sponsored search listing will be generally displayed at the top of the page prior to the search results or in the upper right-hand column. A complete list of search terms will be developed in conjunction with counsel prior to the start of the campaign.

Informational Release

43. To build additional reach and extend exposures, a party-neutral, Informational Release will be issued broadly over PR Newswire to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazine, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks and social networking media. The Informational Release will also be translated into Spanish and released to Spanish-language newlines in conjunction with the English language release. The Hispanic newline (distributed in Spanish) reaches over 1,900 Hispanic US general media contacts as well as up to 4,840 additional industry-specific Hispanic media contacts. The Hispanic release also includes a guaranteed placement on over 140 Hispanic websites and/or news portals. In addition, the Informational Release will be

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targeted to over 600 journalists who report on specific topics, including “water treatment and supply” and “pollution.” Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond that which will be provided by the paid media.

Settlement Website

44. A settlement website will be established by the Claims Administrator with an easy-to-remember domain name. The Settlement Class will be able to obtain detailed information about the case and review key documents, including the Settlement Agreement, Long Form Notice, Settlement Program Overview Notice (contained in the Long Form Notice Package), Registration Form, Claim Form, Opt Out Form, Compensation Grid, answers to frequently asked questions (“FAQs”), other important court documents. Settlement Class Members will also be able to easily register and/or file a claim online at the website, or download a paper Registration Form and/or Claim Form to submit by mail. The website address will be displayed prominently on all Notice documents.

Toll-free Telephone Number and Postal Mailing Address

45. A toll-free telephone number will also be established to allow Settlement Class Members to call for additional information, listen to answers to FAQs, and request that a Notice be mailed to them. The toll-free telephone number will be prominently displayed in the Notice documents as well. The automated phone system will be available 24 hours per day, 7 days per week. During normal business hours, callers will also have the option to speak to a service agent in English or Spanish.

46. A post office box and email address for correspondence regarding the Settlement will also be established and maintained, to allow Settlement Class Members to contact the Claims Administrator by mail and/or email with any specific requests or questions.

PLAIN LANGUAGE NOTICE DESIGN

47. All Notices are designed to increase noticeability and comprehension. The Notices

are designed to be “noticed,” reviewed, and—by presenting the information in plain language—to be clearly understood and to encourage readership and comprehension. The design of the Notices followed the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. Many courts, and as previously cited, the FJC itself, have approved notices that we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read, summaries of all of the key information about rights and options available. Consistent with our normal practice, all notice documents will undergo a final edit for accuracy prior to actual mailing and publication.

48. The Publication Notice will feature a prominent headline in bold text. These design elements will alert the recipients and readers that the Notice is an important document authorized by the Court and that the content may affect them, thereby supplying reasons to read the Notice.

49. The proposed Long Form Notice features a prominent headline in bold text. The proposed Long Form Notice provides substantial information. It begins with a summary page, which provided a concise overview of the important information, which highlights key options available as a result of the Settlement. A table of contents, which is categorized into logical sections, helps to organize the information, while a question and answer format makes it easy to find answers to common questions by breaking the information into simple headings.

CONCLUSION

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

51. The Notice Plan includes individual, direct mailed notice to all Settlement Class

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Members who can be identified with reasonable effort. With the address updating protocols that will be employed, we reasonably expect to deliver individual notice to at least 90% of the identified Settlement Class. The media notice will supplement the reach of the direct mail notice and bring the overall reach of the notice effort well above 90%. In 2010, the Federal Judicial Center issued a Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide. 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%." Here, we have developed a Notice Plan that will readily achieve a reach at the higher end of that standard.

52. The Notice Plan follows the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:

A. "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," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

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

53. The Notice Plan described above provides for the best notice practicable under the circumstances of this case, conforms to all aspects of the Rule 23, and comports with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

54. The Notice Plan schedule will afford sufficient time to provide full and proper notice to Settlement Class Members before the opt out and objection deadlines.

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55. After the Notice Plan has been implemented, we will provide a final report to verify the effective implementation of the Notice Plan.

I declare under penalty of perjury that the foregoing is true and correct. Executed on November 17, 2020.



Cameron R. Azari

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft Notifications (“Hilsoft”) has been retained by defendants and/or plaintiffs for more than 450 cases, including more than 40 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 25 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of \$1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)***, MDL No. 2599 (S.D. Fla.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard in 2012, Hilsoft implemented an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent superseding \$5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication units and banner notices, which generated more than 689 million adult impressions. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, 05-MD-1720, MDL No. 1720 (E.D.N.Y.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.***, 12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a \$32 million settlement for a “security incident” regarding class members’ personal information stored in Premera’s computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts. ***In Re: Premera Blue Cross Customer Data Security Breach Litigation***, 3:15-md-2633 (D. Ore.).
- Hilsoft designed a notice program that included extensive data acquisition and mailed notice to inform owners and lessees of specific models of Mercedes-Benz vehicles. The notice program designed and implemented by Hilsoft reached approximately 96.5% of all class members. ***Callaway v. Mercedes-Benz USA, LLC***, 8:14-cv-02011 (C.D. Cal.).
- For a \$20 million TCPA settlement that involved Uber, Hilsoft created a notice program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable effort reached approximately 90.6% of the settlement class with direct mail and email, newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.***, 1:15-CV-06972 (N.D. Ill.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).
- An extensive notice effort regarding asbestos personal injury claims and rights as to Debtors’ Joint Plan of Reorganization and Disclosure Statement that was designed and implemented by Hilsoft. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner advertising, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc., et al.***, 16-31602 (Bankr. W.D. N.C.).
- Hilsoft designed and implemented an extensive settlement notice plan for a class period spanning more than 40 years for smokers of light cigarettes. The notice plan delivered a measured reach of approximately 87.8% of Arkansas adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio public service announcements (“PSAs”), sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, 60CV03-4661 (Ark. Cir.).
- One of the largest claim deadline notice campaigns ever implemented, for BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and internet effort, which reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- A large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)***, 14-10979 (Bankr. D. Del.).
- BP’s \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action case in U.S. history. Hilsoft drafted and opined on all forms of notice. The 2012 dual notice program to distinct “Economic and Property Damages” and “Medical Benefits” settlement classes designed by Hilsoft reached at least 95% Gulf Coast region adults via more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications, and trade journals, digital media, and individual notice. ***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.).
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements from 2010-2020, Hilsoft has developed programs that integrate individual notice and in some cases paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M&I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Hilsoft provided notice for one of the largest data breaches in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.).
- For one of the largest and most complex class action case in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote indigenous people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement, which provided payments of up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe’s purchasers during a six-week period. ***Vereen v. Lowe’s Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 20 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation*, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, *In re: Checking Account Overdraft Litigation*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

Kyle Bingham, Manager of Strategic Communications

Kyle Bingham has 14 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation*, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)*, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)*, *In re: Residential Schools Class Action Litigation*, *Hale v. State Farm Mutual Automobile Insurance Company*, and *In Re: Checking Account Overdraft Litigation*. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, October 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, November 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.

- **Cameron Azari** Speaker, “Recent Developments in Class Action Notice and Claims Administration.” PLI’s Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, “One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements.” 5th Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** Co-Author, *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, December 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, April 25, 2016.
- **Cameron Azari** Speaker, “Live Cyber Incident Simulation Exercise.” Advisen’s Cyber Risk Insights Conference, London, UK, February 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** Co-Author, “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, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements - Recent Developments.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, April 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, January 31-February 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, January 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 2011.

- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International’s 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements” – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **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.
- **Cameron Azari** Author, “Twice the Notice or No Settlement.” *Current Developments* – Issue II, August 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication” – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

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* (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) 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-6450 (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-1061 (N.D. Ill.):

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

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order,

and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc., et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In Re: TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D. S.C.):

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.

Judge Margo K. Brodie, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, (Dec. 13, 2019) MDL No. 1720, 05-MD-1720 (E.D. NY.):

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. Vir.):

The Court finds that the manner and form of notice (the “Notice Plan”) as provided for in the 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 Jon Tigar, *McKnight v. Uber Technologies, Inc.* (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 Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 18-274 (E.D. Penn.):

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 (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) 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 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 County 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 Bettelstone, *Underwood v. Kohl's Department Stores, Inc., et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Penn.):

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* (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. See *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 94 S.Ct. 2140 (1974); *Hospitality Mgmt. Assoc., Inc. v. Shell Oil, Inc.*, 356 S.C. 644, 591 S.E.2d 611 (2004). 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., County of Multnomah):

The Court finds that the Notice Plan was effected in accordance with the Preliminary Approval and Notice Order, dated March 26, 2019, 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 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 v. Bank of America, N.A., et al.* (Jan. 31, 2019) 16-cv-8964 (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, *AI'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 (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-7126 (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 v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

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

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

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 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. 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. County of Multnomah):

This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, 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 Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.* (June 1, 2018) 14-cv-7126 (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 (Cal. Sup. Ct., County of Alameda):

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, *Glasko v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements . . . The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-CV-0703 (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. Penn.):

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 "appris[e] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)*

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) No. 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) No. 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 (D. Kan.) and **Gary, LLC v. Deffenbaugh Industries, Inc., et al** (Dec. 14, 2016) 2:13-cv-2634 (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.):

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., 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) 14-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure

23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Yvonne Gonzalez Rogers, *In Re: Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) 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) 14-10979 (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 v. Nestle Purina PetCare Company, et al.*, (June 23, 2015) 12-cv-2871 (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 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*, (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, and FIA Card Services, N.A.*, (Aug. 29, 2014) 5:11-CV-02390; 5:12-CV-0400 (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 (Cal. Super. Ct.):

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) 05-md-01720, MDL No. 1720 (E.D. NY):

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) 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) 0:08-cv-01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.*, (Jan. 28, 2013) 3:10-cv-960 (D. Ore.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)*, (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic and Property Damages Settlement)*, (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The

Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc., (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, In re Checking Account Overdraft Litigation (IBERIABANK), (Apr. 26, 2012) 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." In re Nissan Motor Corp. Antitrust Litig., 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, Vereen v. Lowe's Home Centers, (Apr. 13, 2012) SU10-CV-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation*, (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See *Katrina Canal Breaches*, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." *In re Black Farmers Discrimination Litig.*, — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. *Katrina Canal Breaches*, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank*, (Dec. 1, 2011) 1:10-CV-00232 (D.D.C.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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-6655 (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 more fully described in this Court's order of 30th day of March 2011 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-1448 (D. Conn.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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-871 (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-2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the 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.

Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.*, (Aug. 27, 2009) UNN-L-0800-01 (N.J. Super. Ct.):

The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.

Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.*, (Mar. 23, 2009) 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.

Judge Robert W. Gettleman, *In re Trans Union Corp.*, (Sept. 17, 2008) MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law... Accordingly, all objections are hereby OVERRULED.

Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.*, (Sept. 3, 2008) 8:07-cv-1434 (M.D. Fla.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.

Judge William G. Young, *In re TJX Companies*, (Sept. 2, 2008) MDL No. 1838 (D. Mass.):

The form, content, and method of dissemination of notice provided 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 Fed. R. Civ. P. 23 and due process.

Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.*, (June 11, 2008) SACV-06-2235 (C.D. Cal.):

[Notice] was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.

Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.*, (May 29, 2008) 2004-002417 (14th Jud. D. Ct. La.):

Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...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 Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.*, (May 29, 2008) 01-CH-13168 (Ill. Cir. Ct.):

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois 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 due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

Judge David De Alba, *Ford Explorer Cases*, (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved—submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

Judge Kirk D. Johnson, *Webb v. Liberty Mutual Ins. Co.*, (Mar. 3, 2008) CV-2007-418-3 (Ark. Cir. Ct.):

The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.

Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*, (Dec. 6, 2007) CV-2003-513 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable...The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.

Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co.*, (Aug. 20, 2007) CV-2007-154-3 (Ark. Cir. Ct.):

The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center...The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.

Judge Robert Wyatt, *Gunderson v. F.A. Richard & Associates, Inc.*, (July 19, 2007) 2004-2417-D (14th Jud. D. Ct. La.):

This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology...met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.

Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.*, (Mar. 29, 2007) CV-2005-58-1 (Ark. Cir. Ct.):

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (Mar. 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order...meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as amended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.*, (Feb. 27, 2007) CV-01-1529-BR (D. Ore.):

[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.

Judge Kirk D. Johnson, *Zarebski v. Hartford Insurance Company of the Midwest*, (Feb. 13, 2007) CV-2006-409-3 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation*, 2007 WL 1490466 (S.D.N.Y.):

In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this...the Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.*, (Nov. 17, 2006) C-05-04289-SC (N.D. Cal.):

After reviewing the evidence and arguments presented by the parties...the Court finds as follows...The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.

Judge Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litigation*, (Nov. 8, 2006) MDL No. 1632 (E.D. La.):

This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications...The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (Nov. 2, 2006) MDL No. 1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (Aug. 28, 2006) 98 C 2178 (N.D. Ill.):

[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]...who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.

Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest*, (June 13, 2006) CV-2005-58-1 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminarily Approval Order, was the best notice practicable under the circumstances...and the requirements of due process under the Arkansas and United States Constitutions.

Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.*, (May 1, 2006) 2:05-CV-04951 (E.D. Pa.):

The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.*, (Apr. 19, 2006) 00C15234 (Ore. Cir. Ct.):

The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (Jan. 6, 2006) MDL No. 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms

of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge Catherine C. Blake, *In re Royal Ahold Securities & “ERISA” Litigation*, (2006) 437 F.Supp.2d 467, 472 (D. Md.):

The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*, (Dec. 19, 2005) CV-2002-952-2-3 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel’s intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.

Judge Michael J. O’Malley, *Defrates v. Hollywood Entm’t Corp.*, (June 24, 2005) 02 L 707 (Ill. Cir. Ct.):

[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) 2003-481 F (14th J.D. Ct. La.):

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...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 Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

Judge Michael Canaday, *Morrow v. Conoco Inc.*, (May 25, 2005) 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (Apr. 22, 2005) 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice...After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge Douglas Combs, *Morris v. Liberty Mutual Fire Ins. Co.*, (Feb. 22, 2005) CJ-03-714 (D. Okla.):

I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I’m also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a

court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation*, (2005) 231 F.R.D. 221, 231 (S.D. W. Va.):

The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow...To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (Nov. 24, 2004) MDL No. 1430 (D. Mass.):

After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (Nov. 23, 2004) MDL No. 1430 (D. Mass.):

I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.*, (Aug. 10, 2004) 8:03 CV- 0015-T-30 (M.D. Fla.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.*, (July 1, 2004) 3:02CV431 (E.D. Va.):

The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently...The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job...So I don't believe we could have had any more effective notice.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (Apr. 14, 2004) 809869-2 (Cal. Super. Ct.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard...The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

***Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co.*, (2004) 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C.):**

Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litigation*, (2004) U.S. Dist. LEXIS 28297 (S.D. W. Va.):

The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.*, (Nov. 26, 2003) 02-08115 (Fla. Cir. Ct.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement...

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.*, (Nov. 26, 2003) 00-22876 (Bankr.W.D. Pa.):

The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Judge Carter Holly, *Richison v. American Cemwood Corp.*, (Nov. 18, 2003) 005532 (Cal. Super. Ct.):

As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options...Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice...The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.*, (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (2003) 216 F.R.D. 55, 68 (S.D.N.Y.):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement...The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted...who would be covered by the settlement...[T]he notice campaign that defendant agreed to undertake was extensive...I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.*, (Nov. 27, 2002) 99-6209; ***Walker v. Rite Aid Corp.***, 99-6210; and ***Myers v. Rite Aid Corp.***, 01-2771 (Pa. Ct. C.P.):

The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.

Judge Dewey C. Whitenton, *Ervin v. Movie Gallery, Inc.*, (Nov. 22, 2002) 13007 (Tenn. Ch.):

The content of the class notice also satisfied all due process standards and state law requirements...The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (Nov. 14, 2002) 01-L-6 (Ill. Cir. Ct.):

Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process...

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (Sept. 13, 2002) L-008830.00 (N.J. Super. Ct.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (Sept. 3, 2002) 00 Civ. 5071-HB (S.D.N.Y.):

The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (Jan. 22, 2002) D 162-535 (Tex. Jud. Dist. Ct.) ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (Oct. 30, 2001) MID-L-8839-00-MT (N.J. Super. Ct.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (Oct. 29, 2001) L-8830-00-MT (N.J. Super. Ct.):

I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life...it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (Apr. 1, 2001) J.C.C.P. CJC-00-004106 (Cal. Super. Ct.):

[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (Mar. 30, 2001) J.C.C.P. 4106 (Cal. Super. Ct.):

Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., No. CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., No. CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., No. 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., No. CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., No. 18,844
<i>In re Amino Acid Lysine Antitrust Litigation</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., No. 95-20512-11-AJS
<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., No. ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litigation</i>	D. N.J., No. 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i>	M.D. Ga., No. 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litigation)</i>	Cal. Cir. Ct., No. C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litigation)</i>	Ore. Cir. Ct., No. 9709-06901
<i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i>	La. D. Ct., No. 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litigation)</i>	N.D. Ill., No. 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., No. CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., No. CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litigation</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., No. 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., No. 110949/96
<i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i>	Ala. Cir. Ct., No. CV-94-4033
<i>In re Synthroid Mktg. Litigation</i>	N.D. Ill., MDL No. 1182
<i>Raysick v. Quaker State Slick 50 Inc.</i>	D. Tex., No. 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., No. 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)</i>	Ill. Cir. Ct., No. 97-L-114

Walls v. The Am. Tobacco Co. Inc.	N.D. Okla., No. 97-CV-218
Tempest v. Rainforest Café (Securities Litigation)	D. Minn., No. 98-CV-608
Stewart v. Avon Prods. (Securities Litigation)	E.D. Pa., No. 98-CV-4135
Goldenberg v. Marriott PLC Corp (Securities Litigation)	D. Md., No. PJM 95-3461
Delay v. Hurd Millwork (Building Products Litigation)	Wash. Super. Ct., No. 97-2-07371-0
Gutterman v. Am. Airlines (Frequent Flyer Litigation)	Ill. Cir. Ct., No. 95CH982
Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)	Cal. Super. Ct., No. 97-AS 02993
In re Graphite Electrodes Antitrust Litigation	E.D. Pa., MDL No. 1244
In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED	N.D. Ala., MDL No. 926
St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)	Wash. Super. Ct., No. 97-2-06368
Crane v. Hackett Assocs. (Securities Litigation)	E.D. Pa., No. 98-5504
In re Holocaust Victims Assets Litigation (Swiss Banks)	E.D.N.Y., No. CV-96-4849
McCall v. John Hancock (Settlement Death Benefits)	N.M. Cir. Ct., No. CV-2000-2818
Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)	Cal. Super. Ct., No. CV-995787
Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., No. 98-CV-6599
Leff v. YBM Magnex Int'l Inc. (Securities Litigation)	E.D. Pa., No. 95-CV-89
In re PRK/LASIK Consumer Litigation	Cal. Super. Ct., No. CV-772894
Hill v. Galaxy Cablevision	N.D. Miss., No. 1:98CV51-D-D
Scott v. Am. Tobacco Co. Inc.	La. D. Ct., No. 96-8461
Jacobs v. Winthrop Financial Associates (Securities Litigation)	D. Mass., No. 99-CV-11363
Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program	Former Secretary of State Lawrence Eagleburger Commission
Bownes v. First USA Bank (Credit Card Litigation)	Ala. Cir. Ct., No. CV-99-2479-PR
Whetman v. IKON (ERISA Litigation)	E.D. Pa., No. 00-87
Mangone v. First USA Bank (Credit Card Litigation)	Ill. Cir. Ct., No. 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E.D. La., No. 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)	Wash. Super. Ct., No. 00201756-6
Brown v. Am. Tobacco	Cal. Super. Ct., No. J.C.C.P. 4042,711400

<i>Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)</i>	Ont. Super. Ct., No. 98-CV-158832
<i>In re Texaco Inc. (Bankruptcy)</i>	S.D.N.Y. No. 87 B 20142, No. 87 B 20143, No. 87 B 20144
<i>Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)</i>	M.D. La., No. 96-390
<i>Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)</i>	S.D. Ill., No. 00-612-DRH
<i>In re Bridgestone/Firestone Tires Prods. Liability Litigation</i>	S.D. Ind., MDL No. 1373
<i>Gaynoe v. First Union Corp. (Credit Card Litigation)</i>	N.C. Super. Ct., No. 97-CVS-16536
<i>Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)</i>	W.D. Tenn., No. 99-2896 TU A
<i>Providian Credit Card Cases</i>	Cal. Super. Ct., No. J.C.C.P. 4085
<i>Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i>	Cal. Super. Ct., No. 302774
<i>Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i>	Cal. Super. Ct., No. 303549
<i>Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)</i>	Ill. Cir. Ct., No. 99-L-393A
<i>Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)</i>	Ill. Cir. Ct., No. 99-L-394A
<i>Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)</i>	Cal. Super. Ct., No. J.C.C.P. 4106
<i>Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)</i>	Cal. Super. Ct., No. C-98-03165
<i>Rogers v. Clark Equipment Co.</i>	Ill. Cir. Ct., No. 97-L-20
<i>Garrett v. Hurley State Bank (Credit Card Litigation)</i>	Miss. Cir. Ct., No. 99-0337
<i>Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)</i>	Ont. Super. Ct., No. 00-CV-183165 CP
<i>Dietschi v. Am. Home Prods. Corp. (PPA Litigation)</i>	W.D. Wash., No. C01-0306L
<i>Dimitrios v. CVS, Inc. (PA Act 6 Litigation)</i>	Pa. C.P., No. 99-6209
<i>Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)</i>	Cal. Super. Ct., No. 302887
<i>In re Tobacco Cases II (California Tobacco Litigation)</i>	Cal. Super. Ct., No. J.C.C.P. 4042
<i>Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)</i>	136 th Tex. Jud. Dist., No. D 162-535
<i>Anesthesia Care Assocs. v. Blue Cross of Cal.</i>	Cal. Super. Ct., No. 986677
<i>Ting v. AT&T (Mandatory Arbitration Litigation)</i>	N.D. Cal., No. C-01-2969-BZ
<i>In re W.R. Grace & Co. (Asbestos Related Bankruptcy)</i>	Bankr. D. Del., No. 01-01139-JJF
<i>Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litigation)</i>	N.J. Super. Ct., No. MID-L-8839-00 MT

Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)	N.D. Cal., No. C01-3293-JCS
Int'l Org. of Migration – German Forced Labour Compensation Programme	Geneva, Switzerland
Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litigation)	3 rd Jud. Dist. Ct. Utah, No. C79-8404
Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)	Cal. Super. Ct., No. GIC 765441, No. GIC 777547
In re USG Corp. (Asbestos Related Bankruptcy)	Bankr. D. Del., No. 01-02094-RJN
Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)	S.D.N.Y., No. 00-CIV-5071
Ervin v. Movie Gallery Inc. (Extended Viewing Fees)	Tenn. Ch., No. CV-13007
Peters v. First Union Direct Bank (Credit Card Litigation)	M.D. Fla., No. 8:01-CV-958-T-26 TBM
National Socialist Era Compensation Fund	Republic of Austria
In re Baycol Litigation	D. Minn., MDL No. 1431
Claims Conference–Jewish Slave Labour Outreach Program	German Government Initiative
Wells v. Chevy Chase Bank (Credit Card Litigation)	Md. Cir. Ct., No. C-99-000202
Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)	C.P. Pa., No. 99-6210
Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)	C.P. Pa., No. 01-2771
In re PA Diet Drugs Litigation	C.P. Pa., No. 9709-3162
Harp v. Qwest Communications (Mandatory Arbitration Lit.)	Ore. Circ. Ct., No. 0110-10986
Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)	Ind. Cir. Ct., No. 49C01-0111-CP-002701
Allison v. AT&T Corp. (Mandatory Arbitration Litigation)	1 st Jud. D.C. N.M., No. D-0101-CV-20020041
Kline v. The Progressive Corp.	Ill. Cir. Ct., No. 01-L-6
Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc. (Milk Price Fixing)	Ill. Cir. Ct., No. 00-L-9664
In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)	M.D. Tenn., MDL No. 1227
Foultz v. Erie Ins. Exchange (Auto Parts Litigation)	C.P. Pa., No. 000203053
Soders v. General Motors Corp. (Marketing Initiative Litigation)	C.P. Pa., No. CI-00-04255
Nature Guard Cement Roofing Shingles Cases	Cal. Super. Ct., No. J.C.C.P. 4215
Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)	Wash. Super. Ct., No. 01-2-36007-8
Defrates v. Hollywood Entm't Corp.	Ill. Cir. Ct., No. 02L707

Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. & Cherryfield Foods Inc.	Me. Super. Ct., No. CV-00-015
West v. G&H Seed Co. (Crawfish Farmers Litigation)	27 th Jud. D. Ct. La., No. 99-C-4984-A
Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)	C.P. Ohio, No. CV-467403
McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)	D. Ct. Tex., No. SA-99-CA-464-FB
Baiz v. Mountain View Cemetery (Burial Practices)	Cal. Super. Ct., No. 809869-2
Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)	N.C. Super. Ct., No. 01- CVS-5268
Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)	Cal. Super. Ct., No. 005532
Cotten v. Ferman Mgmt. Servs. Corp.	13 th Jud. Cir. Fla., No. 02-08115
In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)	Bankr. W.D. Pa., No. 00-22876-JKF
Mostajo v. Coast Nat'l Ins. Co.	Cal. Super. Ct., No. 00 CC 15165
Friedman v. Microsoft Corp. (Antitrust Litigation)	Ariz. Super. Ct., No. CV 2000-000722
Multinational Outreach - East Germany Property Claims	Claims Conference
Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)	D. La., No. 94-11684
Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)	N.J. Super. Ct., No. CV CPM-L-682-01
Munsey v. Cox Communications (Late Fee Litigation)	Civ. D. La., No. Sec. 9, 97 19571
Gordon v. Microsoft Corp. (Antitrust Litigation)	4 th Jud. D. Ct. Minn., No. 00-5994
Clark v. Tap Pharmaceutical Prods., Inc.	5 th Dist. App. Ct. Ill., No. 5-02-0316
Fisher v. Virginia Electric & Power Co.	E.D. Va., No. 3:02-CV-431
Mantzouris v. Scarritt Motor Group, Inc.	M.D. Fla., No. 8:03-CV-0015-T-30-MSS
Johnson v. Ethicon, Inc. (Product Liability Litigation)	W. Va. Cir. Ct., No. 01-C-1530, 1531, 1533, No. 01-C-2491 to 2500
Schlink v. Edina Realty Title	4 th Jud. D. Ct. Minn., No. 02-018380
Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)	W. Va. Cir. Ct., No. 03-C-10E
White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)	4 th Jud. D. Ct. Minn., No. CT 03-1282
Acacia Media Techs. Corp. v. Cybernet Ventures Inc., (Patent Infringement Litigation)	C.D. Cal., No. SACV03-1803
Bardessono v. Ford Motor Co. (15 Passenger Vans)	Wash. Super. Ct., No. 32494
Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)	Wash. Super. Ct., No. 00-2-17633-3SEA

Poor v. Sprint Corp. (Fiber Optic Cable Litigation)	Ill. Cir. Ct., No. 99-L-421
Thibodeau v. Comcast Corp.	E.D. Pa., No. 04-CV-1777
Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)	E.D. La., No. 00-CV-1246
National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)	Mich. Cir. Ct., No. 04-8018
Nichols v. SmithKline Beecham Corp. (Paxil)	E.D. Pa., No. 00-6222
Yacout v. Federal Pacific Electric Co. (Circuit Breaker)	N.J. Super. Ct., No. MID-L-2904-97
Lewis v. Bayer AG (Baycol)	1 st Jud. Dist. Ct. Pa., No. 002353
In re Educ. Testing Serv. PLT 7-12 Test Scoring Litigation	E.D. La., MDL No. 1643
Stefanyshyn v. Consol. Indus. Corp. (Heat Exchanger)	Ind. Super. Ct., No. 79 D 01-9712-CT-59
Barnett v. Wal-Mart Stores, Inc.	Wash. Super. Ct., No. 01-2-24553-8
In re Serzone Prods. Liability Litigation	S.D. W. Va., MDL No. 1477
Ford Explorer Cases	Cal. Super. Ct., No. J.C.C.P. 4226 & 4270
In re Solutia Inc. (Bankruptcy)	S.D.N.Y., No. 03-17949
In re Lupron Marketing & Sales Practices Litigation	D. Mass., MDL No. 1430
Morris v. Liberty Mutual Fire Ins. Co.	D. Okla., No. CJ-03-714
Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)	S.D. Ohio, No. C-1-91-256
Thibodeaux v. Conoco Philips Co.	D. La., No. 2003-481
Morrow v. Conoco Inc.	D. La., No. 2002-3860
Tobacco Farmer Transition Program	U.S. Dept. of Agric.
Perry v. Mastercard Int'l Inc.	Ariz. Super. Ct., No. CV2003-007154
Brown v. Credit Suisse First Boston Corp.	C.D. La., No. 02-13738
In re Unum Provident Corp.	D. Tenn., No. 1:03-CV-1000
In re Ephedra Prods. Liability Litigation	D.N.Y., MDL No. 1598
Chesnut v. Progressive Casualty Ins. Co.	Ohio C.P., No. 460971
Froeber v. Liberty Mutual Fire Ins. Co.	Ore. Cir. Ct., No. 00C15234
Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)	W. Va. Cir. Ct., No. 04-C-127
Salkin v. MasterCard Int'l Inc. (Pennsylvania)	Pa. C.P., No. 2648
Rolnik v. AT&T Wireless Servs., Inc.	N.J. Super. Ct., No. L-180-04

Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)	Cal. Super. Ct., BC No. 288 754
Becherer v. Qwest Commc'ns Int'l, Inc.	Ill. Cir. Ct., No. 02-L140
Clearview Imaging v. Progressive Consumers Ins. Co.	Fla. Cir. Ct., No. 03-4174
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<i>In re Conagra Peanut Butter Products Liability Litigation</i>	N.D. Ga., MDL No. 1845
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<i>In re Alstom SA Securities Litigation</i>	S.D.N.Y., No. 03-CV-6595
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<i>In re TJX Companies Retail Security Breach Litigation</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Ark. Cir. Ct., No. CV-2007-418-3
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<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18 th D. Ct. Mont., No. DV-03-220
<i>Gunderson v. F.A. Richard & Assocs., Inc. (AIG)</i>	14 th Jud. D. Ct. La., No. 2004-2417-D
<i>Jones v. Dominion Resources Services, Inc.</i>	S.D. W. Va., No. 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)</i>	14 th Jud. D. Ct. La., No. 2004-2417-D

<i>In re Trans Union Corp. Privacy Litigation</i>	N.D. Ill., MDL No. 1350
<i>Gudo v. The Administrator of the Tulane Ed. Fund</i>	La. D. Ct., No. 2007-C-1959
<i>Guidry v. American Public Life Insurance Co.</i>	14 th Jud. D. Ct. La., No. 2008-3465
<i>McGee v. Continental Tire North America</i>	D.N.J., No. 2:06-CV-06234
<i>Sims v. Rosedale Cemetery Co.</i>	W. Va. Cir. Ct., No. 03-C-506
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)</i>	14 th Jud. D. Ct. La., No. 2004-002417
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-4182
<i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., No. 01-L-454 and No. 01-L-493
<i>Pavlov v. CNA (Long Term Care Insurance)</i>	N.D. Ohio, No. 5:07cv2580
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<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., No. UNN-L-0800-01
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., No. 05-CV-1851
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Miller v. Basic Research (Weight-loss Supplement)</i>	D. Utah, No. 2:07-cv-00871
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14 th Jud. D. Ct. La., No. 2004-002417
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-CV-08742
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-CV-03018
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., No. 08-CV-2797
<i>In re Heartland Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., No. 06-CV-2893
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., No. 1:09-CV-06655
<i>Trombley v. National City Bank (Overdraft Fees)</i>	D.D.C., No. 1:10-CV-00232 as part of MDL 2036 (S.D. Fla.)
<i>Vereen v. Lowe's Home Centers (Defective Drywall)</i>	Ga. Super. Ct., No. SU10-CV-2267B
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<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27 th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (SIF Consultants)</i>	27 th Jud. D. Ct. La., No. 11-C-3187-B
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<i>Williams v. S.I.F. Consultants (CorVel Corporation)</i>	27 th Jud. D. Ct. La., No. 09-C-5244-C
<i>Sachar v. Iberiabank Corporation (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., No. 8:11cv1896
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., No. 1:12cv1016
<i>McKinley v. Great Western Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Wolfgeher v. Commerce Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
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<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Medical Benefits Settlement</i>	E.D. La., MDL No. 2179
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., No. 05-cv-4191
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<i>RBS v. Citizens Financial Group, Inc. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
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<i>Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036

Casayuran v. PNC Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
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Evans, et al. v. TIN, Inc. (Environmental)	E.D. La. No. 2:11-cv-02067
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Williams v. SIF Consultants of Louisiana, Inc. et al.	27 th Jud. D. Ct. La., No. 09-C-5244-C
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Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 10-CV-10392
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., No. 11-cv-06700
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Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871
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In re MI Windows and Doors Products Liability Litigation (Building Products)	D. S.C., MDL No. 2333
Childs et al. v. Synovus Bank, et al. (Overdraft Fees)	S.D. Fla., MDL No. 2036
Steen v. Capital One, N.A. (Overdraft Fees)	E.D. La., No. 2:10-cv-01505 as part of S.D. Fla., MDL No. 2036
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
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In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D. N.J., MDL No. 2540
In Re: Citrus Canker Litigation	11 th Jud. Cir., Fla., No. 03-8255 CA 13
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Forgione v. Webster Bank N.A. (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S
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Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061
Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
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Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
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Alaska Electrical Pension Fund, et al. v. Bank of America N.A et al. (ISDAfix Instruments)	S.D.N.Y., No. 14-cv-7126
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In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-0940
Wallace, et al, v. Monier Lifetile LLC, et al.	Sup. Ct. Cal., No. SCV-16410
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 16-MD-02688
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Hale v. State Farm Mutual Automobile Insurance Company, et al.	S.D. Ill., No. 12-cv-0660
Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)	C.D. Cal., No. 8:14-cv-02011
Poseidon Concepts Corp. et al. (Canadian Securities Litigation)	Ct. of QB of Alberta, No. 1301-04364
In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)	S.D. Fla, MDL No. 2599
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
Vergara, et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-CV-06972
Surrett et al. v. Western Culinary Institute, et al.	Ore. Cir., County of Multnomah, No. 0803-03530
Underwood v. Kohl's Department Stores, Inc., et al.	E.D. Penn., No. 2:15-cv-00730
Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)	M.D. Tenn., No. 3:14-cv-01707
Gergetz v. Telenav (TCPA)	N.D. Cal., No. 5:16-cv-4261
Raffin v. Medcredit, Inc., et al.	C.D. Cal., No 15-cv-4912

<i>First Impressions Salon, Inc. et al. v. National Milk Producers Federation, et al.</i>	S.D. Ill., No. 3:13-cv-00454
<i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN) (TCPA)</i>	N.D. Cal., No. 3:16-cv-05486
<i>Dipuglia v. US Coachways, Inc. (TCPA)</i>	S.D. Fla., No. 1:17-cv-23006
<i>Knapper v. Cox Communications</i>	D. Ariz., No. 2:17-cv-00913
<i>Martin v. Trott (MI - Foreclosure)</i>	E.D. Mich., No. 2:15-cv-12838
<i>Cowen v. Lenny & Larry's Inc.</i>	N.D. Ill., No. 1:17-cv-01530
<i>Al's Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.</i>	S.D. Tex., No. 4:17-cv-3852
<i>In Re: Community Health Systems, Inc. Customer Data Security Breach Litigation</i>	N.D. Ala., MDL No. 2595, 2:15-CV-222
<i>Tashica Fulton-Green et al. v. Accolade, Inc.</i>	E.D. Penn., No. 2:18-cv-00274
<i>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</i>	S.D.N.Y., No. 15-cv-9924
<i>Stahl v. Bank of the West</i>	Sup. Ct. Cal., No. BC673397
<i>Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)</i>	N.D. Cal., No. 3:16-cv-05387
<i>Waldrup v. Countrywide</i>	C.D. Cal., No. 2:13-cv-08833
<i>In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i>	Sup. Ct. Cal., No. CV2016-013446
<i>Naiman v. Total Merchant Services, Inc., et al. (TCPA)</i>	N.D. Cal., No. 4:17-cv-03806
<i>In re Dealer Management Systems Antitrust Litigation</i>	N.D. Ill., MDL No. 2817, No. 18-cv-00864
<i>In re HP Printer Firmware Update Litigation</i>	N.D. Cal., No. 5:16-cv-05820
<i>Zaklit, et al. v. Nationstar Mortgage LLC, et al. (TCPA)</i>	C.D. Cal., No. 5:15-CV-02190
<i>Luib v. Henkel Consumer Goods Inc.</i>	E.D.N.Y., No. 1:17-cv-03021
<i>Lloyd, et al. v. Navy Federal Credit Union</i>	S.D. Cal., No. 17-cv-1280
<i>Waldrup v. Countrywide Financial Corporation, et al.</i>	C.D. Cal., No. 2:13-cv-08833
<i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i>	Sup. Ct. Cal., No. BC589243
<i>Di Filippo v. The Bank of Nova Scotia, et al. (Gold Market Instrument)</i>	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<i>McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.</i>	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
<i>Rabin v. HP Canada Co., et al.</i>	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
<i>Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.</i>	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335

<i>In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i>	E.D. Penn., No. 2:09-md-02034
<i>Henrikson v. Samsung Electronics Canada Inc.</i>	Ontario Sup. Ct., No. 2762-16cp
<i>Burrow, et al. v. Forjas Taurus S.A., et al.</i>	S.D. Fla., No. 1:16-cv-21606
<i>Waldrup v. Countrywide Financial Corporation, et al.</i>	C.D. Cal., No. 2:13-cv-08833
<i>Jackson v. Viking Group</i>	D. Md., No. 8:18-cv-02356
<i>Walters v. Target Corp (Overdraft)</i>	S.D. Cal., No. 3:16-cv-1678
<i>Skochin et al. v. Genworth Life Insurance Company, et al.</i>	E.D. Vir., No. 3:19-cv-00049
<i>Rose et al. v. The Travelers Home and Marine Insurance Company</i>	E.D. Penn., No. 19-cv-977
<i>Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)</i>	N.D. Ill., No. 1:18-cv-07400
<i>In re: Renovate America Finance Cases</i>	Sup. Ct, Cal., County of Riverside, No. RICJCCP4940
<i>Behfarin v. Pruco Life Insurance Company, et al.</i>	C.D. Cal., No. 2:17-05290
<i>Dasher v. RBC Bank (USA) (Overdraft)</i>	S.D. Fla., No. 1:10-CV-22190, as part MDL 2036 (S.D. Fla.)
<i>In re: FCA US LLC Monostable Electronic Gearshift Litigation</i>	E.D. Mich., No. MDL No. 2744, 16-md-02744
<i>Lehman v. Transbay Joint Powers Authority, et al. (Millennium Tower)</i>	Sup. Ct. of Cal., Cnty of San Fran., No. GCG-16-553758
<i>Pirozzi, et al. v. Massage Envy Franchising, LLC</i>	E.D. Mo., No. 4:19-CV- 807
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<i>Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company</i>	Sup.Ct Cal., No. BC 579498
<i>Grayson v. General Electric Company</i>	D. Conn., No. 3:13-cv-01799
<i>Elder v. Hilton Worldwide Holdings, Inc.</i>	N.D. Cal., No. 16-cv-00278
<i>In Re: Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., No. 3:15-md-2633
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-1855
<i>Kuss v. American HomePatient, Inc. et al.</i>	M.D. Fla., No. 8:18-cv-2348
<i>In re: Kaiser Gypsum Company, Inc., et al.</i>	Bankr. W.D. N.C., No. 16-31602
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In Re Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., No. 3:10-md-2143
<i>In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation</i>	N.D. Cal., MDL No. 2672

McKinney-Drobnis, et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-6450
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-1061
Garcia v. Target Corporation (TCPA)	D. Minn., No. 16-cv-02574
Liggio v. Apple Federal Credit Union	E.D. Vir., No. 1:18-cv-01059
In Re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D. S.C, MDL No. 2613, No. 6:15-MN-02613
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
Hyder, et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis County Tex., No. D-1-GN-16-000596
Audet et al. v. Garza et al.	D. Conn., No. 3:16-cv-00940
In Re: Disposable Contact Lens Antitrust Litigation	M.D. Fla., No. 3:15-md-2626
Coffeng v. Volkswagen Group of America, Inc.,	N.D. Cal., No. 3:17-cv-01825
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-2797
Prather v. Wells Fargo Bank, N.A. (TCPA)	N.D. Ill., No. 1:17-cv-00481
Wilson et al. v. Volkswagen Group of America, Inc. et al.	S.D. Fla., No. 17-cv-23033
Armon et al. v. Washington State University	Sup. Ct. Wash., No. 17-2-23244-1 SEA (consolidated with No. 17-2-25052-0 SEA)
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-18
Robinson v. First Hawaiian Bank (Overdraft)	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Denier, et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851

Hilsoft-cv-144

Attachment 2

Flint Water Cases Settlement Program Overview

Certain defendants, including the State of Michigan and others, have agreed to pay \$641.25 million to settle claims from individuals, residential property owners and renters, and businesses that claim that they were injured by exposure to water from the Flint Water Treatment Plant between April 25, 2014 and November 16, 2020

The deadline to file a Registration Form for a payment is Month DD, 20xx.

The State of Michigan, the City of Flint, McLaren Regional Medical Center, and Rowe Professional Services Company, have agreed to pay a combined total of \$641.25 million to settle claims about the allegedly contaminated water received from the Flint Water Treatment Plant between April 25, 2014 and November 16, 2020. If you received this Notice by mail, you have been identified as an adult, residential property owner or renter, or a business who may have resided in Flint during that period.

The settlement funds will be used to pay separate groups of people and/or businesses: 1) individuals who were under 18 at the time they were exposed to the water; 2) Adults who were exposed to the water; 3) persons who owned or rented residential property in Flint between April 25, 2014 to July 31, 2016; and 4) businesses that operated in Flint during that period. The deadline to submit a Registration Form online or mailed and postmarked is **Month Day, 20xx**. If you do not submit the registration form, you will not be able to file a claim for payment (minors who fail to submit a Registration Form still have an opportunity to seek a payment as a Future Minor Claimant until their 19th birthday). If you did not receive a Registration Form, or if you need another one, visit www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX to request one.

Differences Between Minors, Individual Plaintiffs and the Settlement Class

Minors at time of exposure: Persons who were under the age of 18 at the time of exposure to the water are entitled to make claims in the claim categories reserved for children even if they turned 18 during the exposure period. **The Next Friend provisions apply only to current Minors. Children are not included in the Settlement Class, but they can make claims for compensation from the settlement.**

Individual Plaintiffs: Individual Plaintiffs are persons or entities (business) that have already hired their own individual lawyer to represent them in the litigation. A complete list of all Individual Plaintiffs is available at www.XXXXXXXXXXX.com. If you are an Individual Plaintiff, please contact your lawyer. **Individual Plaintiffs are not included in the Settlement Class, but they can make claims for compensation from the settlement.**

Settlement Class Members: The class action Settlement Class includes all persons or entities who:

- (1) Were an Adult who owned or lived in a residence that received water from the Flint Water Treatment Plant or were legally liable for the payment of such water;
- (2) Owned or operated a business including income earning real property (meaning a rental house or other business property) and any other businesses, that received water from the Flint Water Treatment Plant, or were legally liable for the payment of such water; or
- (3) Were an Adult (18 years or older) during the Exposure Period and who ingested or came into contact with water (for example you drank, ate, cooked, bathed, showered, washed clothing or washed dishes with the water) received from the Flint Water Treatment Plant.

If you are a Settlement Class Member, please read the enclosed **Class Action Settlement Notice**.

Legal Rights and Options for Settlement Class, Individual Plaintiffs, and Minors			
Options	Settlement Class Members	Individual Plaintiffs	Minors
Do I need to submit a Registration Form by Month DD, 20xx, to receive money from the Settlement Program?	Yes.	Yes.	Yes. You or your Next Friend MUST file a Registration Form.
Do I need to submit a Claim Form to receive money from the Settlement Program? If you file a complete and timely Registration Form, you will be sent a Claim Form at a later date.	Yes.	Yes.	Yes. You or your Next Friend will be sent a Claim Form at a later date.

Additional Legal Rights and Options for Settlement Class	
Can I Opt Out of the Settlement?	Yes. If you opt out, you will get no money from the settlement.
Can I Object to the Settlement?	Yes.

The enclosed **Class Action Settlement Notice** applies only to Settlement Class Members as defined above. If you think you are member of the Settlement Class, you should read the enclosed notice carefully. If you want to make a claim on behalf of a Minor who was exposed to water from the Flint Water Treatment Plant, you should speak to your lawyer or consider hiring one to represent the Minor child. If you are an Individual Plaintiff with an active lawsuit, you should speak to your lawyer.

If you have questions about the Settlement Program or the Settlement, please visit www.XXXXXXXXXXXXXX.com, or call toll-free, 1-XXX-XXX-XXXX.

This notice explains a class action settlement in the Flint Water Cases.

This notice applies to you if at any time during the period April 25, 2014 to November 16, 2020 (“Exposure Period”), you are claiming or could claim an injury, damage, or loss of any kind resulting from any of the following:

- (1) you were exposed to water from the Flint Water Treatment Plant (“FWTP”) and you were 18 years or older at any time when you were exposed; or**
- (2) you were 18 years or older at any time when you owned, rented, or lived in residential property served by the FWTP, or were legally liable for the payment for such water, during that time; or**
- (3) you owned or operated a business served by the FWTP, or were legally liable for the payment for such water, during that time.**

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

This notice describes your rights. Please read it carefully.

- The “Settling Defendants,” which include the State of Michigan, the City of Flint, McLaren Regional Medical Center, and Rowe Professional Services Company, have each separately agreed to pay certain amounts, which total approximately \$641.25 million, to settle claims about the allegedly contaminated water received from the Flint Water Treatment Plant (located at 4500 Dort Highway, Flint, Michigan, 48506). This is called the “Settlement Program.” The Settlement Program applies to persons or entities that are defined as a Settlement Class, and also applies to children (who are not part of the Settlement Class), and to certain persons or entities represented individually by a lawyer (who are also not part of the Settlement Class). This notice applies only to the individuals who are Settlement Class Members (the persons/entities defined above and in Question 5.)
- The total settlement fund is \$641.25 million, and is divided into 3 general categories:
 - (1) 79.5% of the \$641.25 million (less fees and expenses allowed by the Court) will be allocated to children who were under age 18 when they were first exposed to the water.
 - (2) 2% of the \$641.25 million (less fees and expenses allowed by the Court) will be allocated to educational programs for Flint children affected by the water.
 - (3) 18.5% of the \$641.25 million (less fees and expenses allowed by the Court) will be allocated to adults, property owners and renters, and/or business owners and operators, or are legally liable for the water payments who are claiming injury, damage, or loss of any kind. The adults, property owners and renters, business owners and operators and others who are legally liable for the water payments will sometimes be referred to as the “Adult and Business Claimants”. Adult and Business Claimants are part of a class action settlement if they are not represented individually by a lawyer.
- If you are an Adult or Business Claimant that was exposed to Flint water during the Exposure Period, and you are not represented individually by a lawyer, you are a member of the Settlement Class. This means that even if you did not hire a lawyer or file a lawsuit, you may make a claim for a settlement payment as described in this notice.

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

- If you were a minor when you were first exposed to Flint water during the Exposure Period or you are an Adult or Business Claimant and you are represented individually by a lawyer, you are eligible to participate in the Settlement Program, but you are not a member of the Settlement Class.
- **If you want to participate in the Settlement Program and receive a payment, you must Register by Month Day, 20xx.** You can submit your Registration Form online at the website www.xxxxxxx.com or by mail. See Questions 10-15 for additional details. If you are included in the class action settlement, you also have other rights that are explained in this notice.

LEGAL RIGHTS AND OPTIONS FOR ADULTS, PROPERTY OWNERS/RENTERS, AND BUSINESS OWNERS/OPERATORS:	
SUBMIT A REGISTRATION FORM	<p>You must submit a Registration Form by Month DD, 20xx. If you do not submit a Registration Form online or mailed and postmarked by Month DD, 20xx, you will <u>not</u> receive any money from the settlement fund unless you were a minor when you were first exposed.</p> <p>If you were a minor when you were first exposed to Flint water during the Exposure Period, you are <u>not</u> a member of the Settlement Class, but you may submit a Registration Form for a payment. Even if you do not submit a Registration Form by the deadline, you still may seek compensation from the Future Minor Claimant fund, if you register and seek compensation on or before your 19th birthday.</p>
SUBMIT A CLAIM FORM	<p>If you submit a valid Registration Form by the deadline, the Claims Administrator will later contact you with instructions about how and when to submit a Claim Form so that you can apply for a payment.</p>
OPT OUT OF THE SETTLEMENT	<p>If you are a member of the Settlement Class, you may remove yourself from the Settlement Class by opting out. If you opt out, you will not get any money from the settlement.</p> <p>Opting out is the only option that allows you to start or continue a lawsuit against the Settling Defendants about the claims the class action settlement resolves. If you opt out of this settlement, you cannot submit a Registration Form and you cannot receive a payment.</p>
OBJECT	<p>You may write to the Court about why you do not like the settlement. If you are a member of the Settlement Class, you may only object to the settlement if you do not opt out.</p>
GO TO A HEARING	<p>If you do not opt out, you may ask to speak in Court about the fairness of the settlement.</p>
DO NOTHING	<p>If you do not register or opt out, you will get no money from the settlement, and you will give up your rights to sue the Settling Defendants for the claims the class action settlement resolves.</p>

- If you are a member of the Settlement Class, your legal rights are affected whether you act or do not act. Read this notice carefully.
- Settling Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages allegedly caused with respect to any and all claims asserted in the Flint water-related lawsuits. The Court has not decided who is right, but both the Plaintiffs and the Settling Defendants have agreed to a settlement.
- The Court in charge of this case still has to decide whether to approve the settlement.

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

WHAT THIS NOTICE CONTAINS

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- 1. Why is this notice being provided?
- 2. What is this lawsuit about?
- 3. Why is there a settlement?
- 4. Why is it called a proposed class action settlement?

WHO IS IN THE CLASS ACTION SETTLEMENT PAGES 5-7

- 5. How do I know if I am part of the class action settlement?
- 6. What is the “Exposure Period”?
- 7. Are minors (children, adolescents, and teens) included in the class action settlement?
- 8. Is anyone excluded from the Settlement Class?
- 9. What if I am not sure whether I am a Settlement Class Member?

REGISTRATION FOR PARTICIPATION IN THE SETTLEMENT PROGRAM PAGES 7-8

- 10. Do I have to submit a Registration Form to get money from the Settlement Program?
- 11. How do I know if I can submit a Registration Form?
- 12. What is the review process for my Registration Form once it is submitted?
- 13. How do I get a Registration Form?
- 14. Do I have to submit both a Registration Form and then later a Claim Form?
- 15. Can I request reconsideration or appeal a decision regarding my forms?

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- 19. How and when do I submit a Claim Form?
- 20. Will I need to submit other forms along with the Claim Form?
- 21. What is the deadline for submitting a Claim Form?
- 22. What if a Settlement Class Member is unable to file a Registration Form for themselves?
- 23. What am I giving up to participate in the settlement?
- 24. How will my payment be determined?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGES 12-13

- 25. If I opt out of the settlement, can I get anything from this settlement?
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- 28. Do I have an attorney in the case?
- 29. Why do Co-Lead Class Counsel recommend settlement?
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- 31. How do I tell the Court if I do not like the settlement?
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- 34. When and where will the Court decide whether to approve the settlement?
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- 37. How do I get more information?

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

BASIC INFORMATION

1. Why is this notice being provided?

You have a right to know about a proposed class action settlement and about all of your options before the Court decides whether to give “final approval” to the settlement. This notice explains the lawsuit, the settlement, your legal rights, what settlement fund money will be available, who is eligible, and how to get money from the settlement fund.

Judge Judith E. Levy of the United States District Court for the Eastern District of Michigan is overseeing this lawsuit. The settlement resolves multiple lawsuits now known as *In re Flint Water Cases*, Case No. 5:16-cv-10444 (E.D. Mich.), as well as other Flint water-related lawsuits that are pending in the Circuit Court for Genesee County, Michigan and the Michigan Court of Claims, and their respective appellate courts. Judge Levy approved this notice.

The persons who filed lawsuits are called the “plaintiffs,” and the persons, companies or government entities being sued in the lawsuits, are called the “defendants.” Some of the defendants in the cases have agreed to the settlement. They are the Settling Defendants. The Settling Defendants are: The State of Michigan; Michigan Department of Environmental Quality (now the Michigan Department of Environment, Great Lakes, and Energy); Michigan Department of Health and Human Services; Michigan Department of Treasury; former Governor Richard D. Snyder; Governor Gretchen Whitmer; the City of Flint; the Flint Receivership Transition Advisory Board; Darnell Earley; Howard Croft; Michael Glasgow; Gerald Ambrose; Edward Kurtz; Michael Brown; Dayne Walling; Daugherty Johnson; Liane Shekter Smith; Daniel Wyant; Stephen Busch; Kevin Clinton; Patrick Cook; Linda Dykema; Michael Prysby; Bradley Wurfel; Eden Wells; Nick Lyon; Dennis Muchmore; Nancy Peeler; Robert Scott; Adam Rosenthal; Andy Dillon; McLaren Health Care Corporation; McLaren Regional Medical Center, McLaren Flint Hospital; and Rowe Professional Services Company.

This settlement only resolves claims against the Settling Defendants that have agreed to pay for the settlement. It does not stop claims against other defendants that have not agreed to a settlement. This means that the cases will continue against defendants that have not settled.

2. What is this lawsuit about?

There are thousands of lawsuits and claims. The lawsuits assert that residents of Flint and others who used or were exposed to water from the FWTP between April 25, 2014 and November 16, 2020, suffered personal injury, property damage, economic loss, or any other type of damage or injury as a result of exposure to, use of, or being obligated to pay for, the contaminated water. Some lawsuits were filed by Individual Plaintiffs and some lawsuits were filed as a class action - on behalf of those exposed to the water. Individual Plaintiffs are every person or entity (business) that has already hired their own individual lawyer to represent them in the litigation. A complete list of all Individual Plaintiffs is available at www.XXXXXXXXXXXXXX.com. If you are an Individual Plaintiff, please contact your lawyer. The lawsuits claim that when the City of Flint switched to the Flint River as the source of water in 2014, the water was not treated correctly and that it caused pipes to corrode and release lead and other contaminants into the water.

Plaintiffs allege that exposure to contaminated water received from the Flint Water Treatment Plant (located at 4500 Dort Highway, Flint, Michigan 48506), during the period April 25, 2014 to November 16, 2020, has caused a public health crisis.

Plaintiffs in the class action also allege that Settling Defendants made the situation worse by, among other things, concealing and misrepresenting the scope of the water contamination, failing to take

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXXX.COM

effective action to eliminate the source of the contamination, failing to properly treat the water in general, failing to properly provide engineering services and advice on treating and addressing contamination of the water, and then lying about it to cover up the misconduct.

Settling Defendants deny any and all alleged liability, wrongdoing, violations, and/or damages any of them allegedly caused with respect to any and all claims asserted or that could have been asserted in the lawsuits. The Court has not decided who is right, but both the Plaintiffs and the Settling Defendants have agreed to a settlement to end the lawsuits and avoid further related costs.

3. Why is there a settlement?

Certain lawyers representing Plaintiffs were appointed by United States District Judge Levy to leadership positions and given the authority by the Court to conduct settlement negotiations. Those lawyers engaged in settlement negotiations with the Settling Defendants under the direction of Mediators and a Special Master, who are persons appointed by the Court to help the parties resolve the litigation.

After careful consideration, Co-Lead Class Counsel and Co-Liaison Counsel have concluded that it is in Plaintiffs’ best interest to compromise and settle the claims in the lawsuits for the money and other benefits included in the Settlement Program. Co-Lead Class Counsel and Co-Liaison Counsel have also determined that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. Both Plaintiffs and the Settling Defendants have agreed to settle to avoid the cost and risk of litigation.

4. Why is it called a proposed class action settlement?

It is called a proposed settlement because it cannot become final until it is approved by the Court. Proposed class action settlements typically are reviewed by a court twice: once for preliminary approval and once for final approval. Here, the Court has given the proposed settlement preliminary approval, and has conditionally certified a Settlement Class. However, the Court cannot decide whether to finally approve the proposed settlement until the Final Fairness Hearing (described below in response to Question 34).

WHO IS IN THE CLASS ACTION SETTLEMENT

To see if you will be affected by the class action settlement or if you can receive money from it, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the class action settlement?

The Settlement Class includes all persons or entities who are or could be claiming personal injury, property damage, business economic loss, unjust enrichment, breach of contract, or seeking any other type of damage or relief because at any time during the Exposure Period (between April 25, 2014 and November 16, 2020) they:

- (1) Were an Adult (18 years or older) who owned or lived in a residence that received water from the Flint Water Treatment Plant or were legally liable for the payment of such water;
- (2) Owned or operated a business including income earning real property (meaning a rental house or other business property) and any other businesses, that received water from the Flint Water Treatment Plant or were legally liable for the payment for such water; or

- (3) Were an Adult (18 years or older) and ingested or came into contact with water (for example you drank, ate, cooked, bathed, showered, washed clothing or washed dishes with the water) received from the Flint Water Treatment Plant.¹

In addition to the Settlement Class, the Settlement Agreement also includes the following three Subclasses:

- (1) Adult Exposure Subclass: all persons who were Adults (18 years or older) at any time during the period April 25, 2014 to November 16, 2020, and who ingested or came into contact with water (for example you drank, ate, cooked, bathed, showered, washed clothing or washed dishes with the water) received from the Flint Water Treatment Plant at any time during the period April 25, 2014 to November 16, 2020, and who are claiming or could claim a resulting personal injury.
- (2) Business Economic Loss Subclass: all individuals or entities who owned or operated a business, including income earning real property (meaning a rental house or other business property) and any other businesses, that received water from the Flint Water Treatment Plant at any time during the period April 25, 2014 to November 16, 2020, and who are claiming or could claim a resulting business economic loss.
- (3) Property Damage Subclass: all Adults (18 years or older) or entities who owned or were the lessee of residential real property that received water from the Flint Water Treatment Plant, or were legally liable for the payment for such water, at any time during the period April 25, 2014 to November 16, 2020.

Exhibits to the Settlement Agreement list people or entities that are represented individually and are therefore excluded from the Settlement Class. Visit the settlement website at www.xxxxxx.com to see a complete list of all excluded people or entities.

6. What is the “Exposure Period”?

The Exposure Period is the time period between the date the City of Flint switched its water supply to draw from the Flint River (April 25, 2014) and the date the Settlement Agreement was signed by the Plaintiffs and the Settling Defendants (November 16, 2020). In order to be a member of the Settlement Class, you must have been exposed to water from the Flint Water Treatment Plant during this time period.

7. Are minors (children, adolescents, and teens) included in the class action settlement?

No. Minors are not included in the Settlement Class and the information in this notice does not address the specific rights of minors. However, the Settlement Program provides compensation for minors on an individual basis. Minors have the right to have a Claim Form filed on their behalf and may submit a Registration Form for money from the Settlement Program by the same deadline that is specified in this notice. But minors have an additional opportunity to later submit a Registration Form and receive a payment. Specifically, minors will still be able to submit a Registration Form after the deadline as Future Minor Claimants up until their 19th birthday. This right is consistent with Michigan law, which provides that injured minors may pursue claims up until their 19th birthday. If you are acting on behalf of a minor child who was exposed to water from the Flint

¹ If you were a minor when you were exposed to the water (during the Exposure Period), then you are eligible for money as a minor and you are also eligible for the Future Minor Claimants Fund, even if you turned 18 during the Exposure Period and fall within the definition of the Adult Exposure Subclass. For more information about your rights and the claims you may make, please go to the website www.xxxxxx.com or call 1-xxx-xxx-xxxx or consult your attorney.

Water Treatment Plant during the period April 25, 2014 to November 16, 2020, you should read more about the options for minors at the settlement website: www.xxxxx.com. If you have an attorney you should speak to that attorney. You can hire an attorney to assist you with your claim, but you are not required to have an attorney.

8. Is anyone excluded from the Settlement Class?

Yes, some categories of people are excluded from the Settlement Class. The Settlement Class does not include: (1) Defendants; (2) the judicial officers to whom this case is assigned in the Federal Court, Genesee County Circuit Court, and Court of Claims, their staff, and the members of their immediate families; (3) all Individual Plaintiffs (which means persons or entities that hired their own individual lawyer to represent them in the litigation); and (4) all persons who timely and validly elect to opt out of the Settlement Class. A list of Adults who have hired lawyers and are excluded from the Settlement Class is posted on the settlement website.

9. What if I am not sure whether I am a Settlement Class Member?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the settlement, visit the settlement website at www.xxxxxxxxx.com or call the toll free number, xxx-xxx-xxxx. You may also write with questions to Claims Administrator, PO Box xxxx, [City, State Zip] or send an e-mail to xxxx@xxxxxxxx.com.

REGISTRATION FOR PARTICIPATION IN THE SETTLEMENT PROGRAM

10. Do I have to submit a Registration Form to get money from the Settlement Program?

Yes, if you want to receive any money from the Settlement Program, you MUST file a Registration Form online or mailed and postmarked by Month DD, 20xx. Filing a Registration Form is a simple and a necessary first step to get money. You can file your Registration Form online at www.xxxxxxxxx.com, or you can also send your Registration Form in by mail to [insert address]. If you received this notice by mail, a Registration Form was included. You can also download one at the settlement website.

The Claims Administrator will send a Claim Form to everyone who submitted or sent in a completed, timely Registration Form that is not deficient (see Question 12). Again, you will not be able to file a Claim Form unless you submit a Registration Form by the deadline.

11. How do I know if I can submit a Registration Form?

Members of the Settlement Class may submit a Registration Form if during the period April 25, 2014 to November 16, 2020, you are claiming or could claim personal injury, property damage, business economic loss, unjust enrichment, breach of contract, or any other type of damage, injury, or relief, and

- (1) You owned, rented, or lived in a residence that received water from the Flint Water Treatment Plant, or were legally liable for the payment of bills for such water;
- (2) You owned or operated a business that received water from the Flint Water Treatment Plant, or were legally liable for the payment of bills for such water;
- (3) You ingested or came into contact (for example, you drank, ate, cooked, bathed, showered, washed clothing or washed dishes) with water received from the Flint Water Treatment Plant, for at least twenty-one (21) days during any thirty (30) day period, during the period April 25, 2014 to November 16, 2020; or

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXX.COM

- (4) During the period April 25, 2014 through December 31, 2018, you were both exposed to water received from the Flint Water Treatment Plant during that time, and you were diagnosed with Legionnaires' Disease.

If you are not sure if you qualify, you should submit a Registration Form now to make sure you preserve your rights.

12. What is the review process for my Registration Form once it is submitted?

The Claims Administrator will review each Registration Form and decide whether it contains all the required information and whether it was submitted on time.

If you did not submit all the information, the Claims Administrator will send you a notice explaining what is missing or why you may not qualify. If your Registration Form is returned to you as incomplete or defective, you will have an opportunity to correct your Registration Form. There will be a deadline to submit the corrected form.

The Claims Administrator will notify you whether your corrected form is accepted or not. The settlement website has information about how to submit the Registration Form. There are instructions included with the Registration Form to help you as well.

13. How do I get a Registration Form?

You can get your Registration Form in multiple ways:

- (1) If you are represented by a lawyer, please contact your lawyer for the Registration Form;
- (2) If you are not represented by a lawyer, you can obtain a Registration Form by:
 - Downloading a Registration Form at the settlement website www.xxxxxxxxxx.com;
 - Requesting that a Registration Form be mailed to you by calling the Claims Administrator's toll-free number at xxx-xxx-xxxx; or
 - Requesting that a Registration Form be mailed to you by writing to the Claims Administrator at following address: Claims Administrator, PO Box xxxx [City, State Zip].

A Registration Form was also included with this notice. You may submit this paper Registration Form by mail by sending it to Claims Administrator, PO Box xxxx [City, State Zip].

Please note, you should act immediately to request a Registration Form if you did not receive a Registration Form by mail, since the deadline to file a Registration Form is Month DD, 20xx.

14. Do I have to submit both a Registration Form and then later a Claim Form?

Yes. The Settlement Agreement requires that if you want money from the Settlement Program, you must first file a Registration Form. The Registration Form is the first step in the process. Then later, after the Court has approved the settlement, everyone who filed a valid, complete, and timely Registration Form establishing eligibility will be provided a Claim Form and instructions for filling it out. You must complete the Claim Form in its entirety and timely file the Claim Form.

15. Can I request reconsideration or appeal a decision regarding my forms?

Yes. If your Registration Form or Claim Form is denied, you can request reconsideration or you can appeal the denial. The process and deadlines for requesting reconsideration or appealing a denial will be provided to anyone who receives a notice that their Registration or Claim Form was denied.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

16. How will the Settlement Fund money be divided among the Class?

The value of the entire Settlement Program is approximately \$641.25 million. The Settlement Fund is allocated among different categories. The allocation was the result of negotiations among the lawyers appointed by the Court to represent the interests of Individual Plaintiffs (those who have hired their own lawyer), the State of Michigan, and six individual ‘subclass’ counsel appointed by the Court specifically to address allocation of the funds. These negotiations took place under the supervision of neutral parties appointed by the Court. The charts below show the percentage amounts allocated to the categories. Note that the amount that is available for distribution will be the amount after deducting any amounts that the Court authorizes for fees and expenses.

CATEGORY	WHO QUALIFIES (subject to Claimants meeting requirements in the Settlement “Compensation Grid”)	PERCENTAGE OF \$641.25 Million SETTLEMENT FUND
Adults and Property Damage Sub-Qualified Settlement Fund	<p>Adults – Any person 18 years or older at the time of first exposure to the water from the Flint Water Treatment Plant at any time during the period April 25, 2014 to November 16, 2020, and who claims a personal injury.</p> <p>Property Damage – All Adults or entities who owned or were the lessee of residential real property that received water from the Flint Water Treatment Plant, or were legally liable for the payment for such water, at any time during the period April 25, 2014 to November 16, 2020. (See the Settlement Agreement Exhibits 1 and 4 to determine if you or your property is excluded).</p>	<p>18% of \$641.25 million (after accounting for fees and expenses) will be divided:</p> <ul style="list-style-type: none"> • 15% for Adult Claimants. • 3% for Property Damage Claimants
Business Economic Loss Sub-Qualified Settlement Fund	<p>All individuals or entities who owned or operated a business, including income earning real property and any other businesses, that received water from the Flint Water Treatment Plant at any time during the period April 25, 2014 to November 16, 2020, and who are claiming or could claim a resulting business economic loss. (See the Settlement Agreement Exhibits 1 and 4 to determine if you or your property is excluded).</p>	<p>0.5% of the net funds in the \$641.25 million settlement fund</p>

17. What about the rest of the money?

Most of the money paid by the Settling Defendants into the Settlement Program will be distributed to children (meaning those who were under age 18 when they were first exposed to Flint water during the Exposure Period). These funds are not part of this class action settlement and are not available for persons and entities covered by the class action settlement.

The portion of the settlement fund allocated to or for the benefit of children is divided into five separate categories as follows:

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

CATEGORY	WHO QUALIFIES (subject to Claimants meeting requirements in the settlement Compensation Grid)	PERCENTAGE OF SETTLEMENT FUND of \$641.25 million
Minor Child Sub-Qualified Settlement Fund	People six (6) years of age and under as of the date they first ingested or came into contact with water received from the Flint Water Treatment Plant during the Exposure Period.	64.5% of net funds in the settlement fund
Minor Adolescent Sub-Qualified Settlement Fund	People seven (7) years of age through eleven (11) years of age as of the date they first ingested or came into contact with water received from the Flint Water Treatment Plant during the Exposure Period.	10% of net funds in the settlement fund
Minor Teen Sub-Qualified Settlement Fund	People twelve (12) years of age through seventeen (17) years of age as of the date they first ingested or came into contact with water received from the Flint Water Treatment Plant during the Exposure Period.	5% of net funds in the settlement fund
Future Minor Sub-Qualified Settlement Fund	People less than eighteen (18) years of age as of the date they first ingested or came into contact with water received from the Flint Water Treatment Plant during the Exposure Period, and failed for any reason to timely register for the Settlement Program or did not receive a Favorable Notice prior to the date that the lists of all eligible Claimants are posted.	\$35,000,000 to be taken on a prorated basis from the total amount allocated to the Minor Child, Minor Adolescent, and Minor Teen Qualified Settlement Funds;
Programmatic Relief Sub-Qualified Settlement Fund	The Programmatic Relief Sub-Qualified Settlement Fund will be used to enable the local school districts and public school academies within the Genesee Intermediate School District to provide special education services for students who resided in the City of Flint during the Exposure Period and require such services.	2% of net funds in the settlement fund

None of the persons covered by these payment categories (minors at the time of first exposure to Flint water) may receive payment from the funds allocated to the class settlement. They are listed here to show the percentages of the overall settlement fund created by the Settlement Program that these groups are entitled to receive. All those covered by this class action settlement are entitled to claim portions of the settlement fund described in Question 16.

18. How much money will I get?

In most cases, the amount any individual Claimant will receive for personal injury will depend on which category the Claimant is in and the number of other Claimants who qualify in the same category. There is one exception: there are specific dollar amounts payable for qualified claims of death resulting from legionella. For example, Category 25 applies to Adults who have a blood or bone lead level of 5 mcg/dL or 5 ug/G or who have certain physical injuries. Every person who qualifies in this category will receive the same amount of money for their injuries. The Compensation Grid contains relative values for each category. The relative values are set up so that more serious injuries receive a higher value. You can see how the values are defined (in terms of relative value) in the middle section of the Compensation Grid. It is impossible to know what each individual person will be paid because the amount will depend on the number of eligible Claimants

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

in each category. For those seeking a payment because they owned or rented residential property in Flint or were legally liable for the water payment, the same process applies except that there are caps on the amount a property owner/renter may receive: a property owner/renter may receive up to \$1,000 per residential address. If there are multiple owners/renters, then the payment will be divided pro rata among those owners/renters. Payments for business loss claims will be based on the proof of loss submitted – but if the total amount of qualified losses exceed the total allocated to business loss claims, then the payments will be made pro rata. In addition, business loss claims are capped at \$5,000 per business.

HOW TO GET BENEFITS FROM THE SETTLEMENT

19. How and when do I submit a Claim Form?

To make a claim for money from the class action settlement fund, you must submit a Claim Form. **You cannot submit a Claim Form at this time.** If you submit a valid Registration Form **online or mailed and postmarked** by **Month DD, 20xx**, you will be sent a Claim Form along with instructions about how to complete the Claim Form, the documents you will need, and where to send the Claim Form.

If you change your address and want to receive a Claim Form at your new address, you should notify the Claims Administrator of your new address by sending written notice of your change of address to the Claims Administrator at the address listed in Question 9. You may also notify the Claims Administrator of a change in address by email at XXXX@XXXXXXXXXX.com or by calling the XXX-XXX-XXXX toll free line.

20. Will I need to submit other forms along with the Claim Form?

Yes. In addition to the Claim Form, you will need to submit a Release and Lien Disclosure Form. You will receive these forms in your Claim Packet along with instructions about other documents you may need to submit depending on your claim category (if you file your Registration Form by Month, Day, 20xx).

21. What is the deadline for submitting a Claim Form?

The current deadline to submit the Claim Form, Release and Lien Disclosure Form is **Month DD, 20xx**, and if you mail in these documents they must be sent to the Claims Administrator and postmarked by that date. After you successfully file your Registration Form, you will be sent a Claim Packet with all the necessary forms and corresponding instructions, well in advance of this deadline.

22. What if a Settlement Class Member is unable to file a Registration Form for themselves?

If a Settlement Class Member is unable to file their own Registration Form because of a physical or mental impairment (incapacitated), the settlement allows another person to file on their behalf. If the Settlement Class Member is an adult who is legally incapacitated, a guardian or fiduciary who has already been appointed by a Court for that adult is permitted to submit the Registration Form and Claim Form. The settlement also allows the Court to identify people who can act as the “Next Friend” under the settlement. A person acting as a Next Friend will be able to submit the Registration Form for the incapacitated Settlement Class Member and later a Claim Form, and take all actions necessary to file the Claim Form and get a payment for the incapacitated person. If you file a Claim Form as a Next Friend for an incapacitated Settlement Class Member, the Claims Administrator will then correspond directly with you as the Claim Form is reviewed. To learn who is permitted to be a Next Friend and the documentation you will need to act as a Next Friend, please see the settlement website at www.XXXX.com. If you have more questions about how to become a

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

Next Friend for an incapacitated Settlement Class Member, you should call the Claims Administrator at XXX-XXX-XXXX or visit the settlement website at www.xxxxxxxxxx.com.

23. What am I giving up to participate in the settlement?

If the settlement becomes final, Settlement Class Members who participate in the settlement or do nothing at all will release all their claims against the Settling Defendants. They will not be allowed to bring any lawsuit against the Settling Defendants related to Flint water or the Flint Water Cases.

The Settlement Agreement is available at www.xxxxxxxxxx.com. The Settlement Agreement provides more detail regarding the release and describes the released claims with specific descriptions in necessary, accurate, legal terminology, so read it carefully. You can talk to the attorneys representing the Settlement Class listed in the section “the attorneys representing settlement class members.” And you are allowed to hire your own attorney at your own expense. If you already have an attorney hired specifically because of exposure to water from the Flint Water Treatment Plant, then you may not be in the Settlement Class and you should talk to your attorney about your rights.

24. How will my payment be determined?

The Court has preliminarily approved the appointment of a neutral, experienced Claims Administrator who will review and analyze all Claims and determine the amount based on the payment criteria. The Court has granted preliminary approval for the payment criteria and payment process and has also preliminarily approved the allocation of funds. The same payment criteria applies to every person or entity that files a Claim in the same claim category – whether or not they are represented by counsel or are part of the Settlement Class. All of the information about the criteria for compensation is available on the website. Each Claimant will receive the same treatment – and the distribution process will be equitable and fair. Each Claimant who qualifies for payment in a specific Claim category will receive the same treatment and the same payment amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this proposed class settlement and you want to keep the right to sue the Settling Defendants about the legal issues in this case, then you must take steps to get out of the settlement. This is called “opting out” of the Settlement Class.

25. If I opt out of the settlement, can I get anything from this settlement?

No. If you are a member of the Settlement Class and opt out of the settlement, you cannot get paid from the settlement. You will not be allowed to file a Registration Form or a Claim Form, you will not be allowed to object to the settlement, and you will not receive a payment. If you opt out of the settlement, however, you may sue or be part of a different lawsuit against the Settling Defendants in the future. You may also be subject to certain court orders that outline procedures for future or continuing lawsuits.

The settling parties have asked the state and federal courts to enter Case Management Orders that will govern the litigation against both non-Settling Defendants and for those who opt out and seek to bring individual claims against the Settling Defendants. That Case Management Order if approved will require you to present evidence and medical information to prove your claims and it will also establish deadlines for submitting that information. Consult with your attorney to get more information about the process of litigation.

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

Information about the procedures which the Courts will be asked to order for any such future or continuing lawsuits are explained in the proposed Case Management Order exhibit to the Settlement Agreement and can be found at www.xxxxxxxxxxxx.com.

26. If I do not opt out of the settlement, can I sue later?

No. If you are a member of the Settlement Class and do not opt out, you give up the right to sue the Settling Defendants for any of the claims released by the settlement. This means that you cannot later file your own lawsuit against any of the Settling Defendants for exposure to water from the Flint Water Treatment Plant. The full release is stated in Article XVI-Releases and Covenants Not to Sue of the Settlement Agreement. The Settlement Agreement can be found at www.xxxxxxxxxxxx.com.

If you elect to opt out of the class action settlement, Co-Lead Class Counsel, and the attorneys working with them, will not represent you in a separate lawsuit against the Settling Defendants. Co-Lead Class Counsel will continue to seek certification of a litigation class to pursue claims against the non-Settling Defendants. Opting out of this Settlement Class will not affect other litigation against other defendants.

27. How do I opt out of the settlement?

To opt out of the Settlement Class and not participate in the settlement, you must send a written request using the Opt Out Form provided with this notice or available at the website for you to print. You must sign the Opt Out Form yourself. You cannot have your attorney sign the form for you.

You must mail your completed Opt Out Form, postmarked by [Month DD, 20XX] to:

Claims Administrator
PO Box xxxx
[City, State Zip]

If you do not want to be a part of the settlement, but do not send in an Opt Out Form, you will remain a Settlement Class Member and you will release all your claims against the Settling Defendants. You will not be able to file you own lawsuit.

You cannot ask to opt out of the settlement by phone, email, or at the website.

THE ATTORNEYS REPRESENTING SETTLEMENT CLASS MEMBERS

28. Do I have an attorney in the case?

The Court has appointed Theodore J. Leopold of Cohen Milstein Sellers & Toll PLLC and Michael L. Pitt of Pitt McGehee Palmer & Rivers, P.C. as Co-Lead Class Counsel. The Court also appointed Corey M. Stern of Levy Konigsberg, LLP and Hunter Shkolnik or Napoli Shkolnik PLLC as Co-Liaison Counsel for Individual Plaintiffs (this means that they do not represent the Class but participated in the negotiation of the settlement). Both Co-Lead Class Counsel and Co-Liaison Counsel support the settlement.

If you want to be represented by your own attorney in this case, you may hire one at your own expense. You may contact the attorneys at:

Co-Lead Class Counsel	
Theodore J. Leopold Cohen Milstein Sellers & Toll PLLC 2925 PGA Boulevard, Suite 200 Palm Beach Gardens, FL 33410 (561) 515-1400 tleopold@cohenmilstein.com	Michael L. Pitt Pitt McGehee Palmer Bonanni & Rivers PC 117 W. Fourth Street, Suite 200 Royal Oak, MI 48067 (248) 398-9800 mpitt@pittlawpc.com
Co-Liaison Counsel	
Corey M. Stern Levy Konigsberg, LLP 800 Third Ave, 11th Floor New York, New York 10022 (212) 605-6298 (212) 605-6290 (facsimile) www.levylaw.com	Hunter Shkolnik Napoli Shkolnik 270 Munoz Rivera Avenue, Suite 201 Hato Rey, Puerto Rico 00918 (787) 493-5088 Ext. 2007 / 5107 (347) 379-1688 Hunter@NapoliLaw.com

29. Why do Co-Lead Class Counsel recommend settlement?

The settlement was reached after extensive discovery in the case, negotiations supervised by court appointed neutrals, and careful consideration. The lawyers and parties must consider a number of factors when evaluating the settlement – including the complexity, expense, and likely duration of the litigation and stage of the litigation. The lawyers also considered the potential for Settling Defendants to prevail (win) and the range of possible recovery (money for Settlement Class Members), and have determined that this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

30. How will the attorneys be paid?

If the settlement is approved by the Court, Co-Lead Class Counsel will ask the Court for an award of attorneys' fees in an amount not to exceed 33.33% of the amount of the settlement fund that is allocated for payment of claims of Settlement Class Members. Co-Lead Class Counsel may also seek reimbursement of expenses incurred in litigation and negotiating the settlement and may also seek fees for other settlement related and common benefit activities that are not specific to or solely for the Settlement Class. All fees and expenses must be approved by the Court. In addition, certain administrative fees will be paid from the settlement fund including fees and expenses of claims administration and guardians' ad litem fees and expenses and the costs of providing the Settlement Class Notice and Individual Notice. Any award of such fees and costs, ordered by the Court will be paid from the settlement fund according to the terms and limitations of the Settlement Agreement.

The methodology proposed by the Plaintiffs' attorneys for determining attorneys' fees and expenses is covered in a separately negotiated addendum that will be attached to the Plaintiffs' attorneys' motion to the Court requesting such fees and expenses, and which will be a public document once filed with the Court. It will be available at www.XXXXXXXX.com.

OBJECTING TO THE SETTLEMENT

31. How do I tell the Court if I do not like the settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement.

- (1) All objections must be in writing and include the following:
 - a. A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including any evidence and legal authority you wish to bring to the Federal Court’s attention.
 - b. The written statement must contain your printed name, address, telephone number, and date of birth, written evidence establishing that you are a Settlement Class Member.
 - c. The written statement must include any other supporting papers, materials, or briefs you wish the Federal Court to consider when reviewing the objection.
 - d. A written objection may not be signed using any form of electronic signature but must contain your dated signature (not just counsel).
- (2) The Federal Court will determine whether any Settlement Class Members who do not follow the procedures will have waived any objections they may have.
- (3) A Settlement Class Member may object on his or her own behalf or through an attorney hired at that Settlement Class Member’s own expense, provided the Settlement Class Member also signs the objection and has not submitted a written request to be excluded from the Settlement Class.

Attorneys asserting objections on behalf of Settlement Class Members must:

- a. File a notice of appearance with the Federal Court by the date set forth in the Preliminary Approval Order, or as the Federal Court otherwise may direct;
 - b. File a sworn declaration attesting to his or her representation of each Settlement Class Member on whose behalf the objection is being filed or a copy of the contract (to be filed *in camera*) between that attorney and each such Settlement Class Member; and
 - c. Comply with the procedures described in Article XX-Objections in the Settlement Agreement.
- (4) A Settlement Class Member (or counsel individually representing him or her, if any) seeking to make an appearance at the hearing must file with the Federal Court, by the date set forth in the Preliminary Approval Order, or as the Federal Court otherwise may direct, a written notice of his or her intention to appear at the hearing, in accordance with the requirements set forth in the Preliminary Approval Order.
- (5) Any Settlement Class Member who fails to comply with the provisions of these requirements will waive and forfeit any and all rights he or she may have to object to the Settlement Agreement.

Your Objection must be filed with the Clerk of the Court by first-class United States Mail so the Objection is **received** no later than [Month DD, 20XX]. The address of the Court is:

Clerk of the Court
United States District Court
Eastern District of Michigan
[Street Address]
[City, State Zip]

QUESTIONS? CALL XXX-XXX-XXXX OR VISIT WWW.XXXXXXXXXX.COM

If you do not comply with these procedures and the deadline for objections, you will lose any opportunity to have your objection considered at the Fairness Hearing or otherwise to contest the approval of the settlement or to appeal from any order or judgment entered by the Court in connection with the settlement.

32. What is the difference between objecting and asking to opt out of the settlement?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Opting out of the settlement is telling the Court that you do not want to be part of the Settlement Class. If you opt out of the settlement, you cannot object to the settlement and you will not be eligible to apply for any money under the settlement.

33. Can the Settling Defendants cancel the settlement?

Yes, the Settlement Agreement allows the Settling Defendants to cancel the settlement if there are too many Settlement Class Members who opt out or if too many Individual Plaintiffs reject the settlement. For more information look at Articles XVIII and Article XIX of the Settlement Agreement – which is available on the settlement website www.xxxxxx.com.

THE COURT’S FAIRNESS HEARING

34. When and where will the Court decide whether to approve the settlement?

On [Month DD, 20XX], at [xx:xx x.m.], the Court will hold a public hearing in the United States District Court for the Eastern District of Michigan, located at the U.S. Courthouse, [Street Address], [City, State Zip], to determine whether the Settlement Class can be certified and whether the settlement is fair, adequate, and reasonable and should be finally approved, with judgment entered accordingly. The Court will also consider the application for an award of attorneys’ fees and expense reimbursement. This hearing may be continued or rescheduled by the Court without further notice to the Settlement Class so you should check the website for updates. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take.

35. Do I have to come to the hearing?

No, counsel will answer any questions from the Court. However, you are welcome to attend the hearing at your own expense. If you (or your own attorney individually representing you, if any) want to appear at the hearing, you or your attorney must file with the Court, by the date set forth in the Preliminary Approval Order, or as the Court otherwise may direct, a written notice of your intention to appear at the hearing, in accordance with the requirements set forth in the Preliminary Approval Order.

If you send in a written objection, you do not have to come to the Fairness Hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may also pay your own attorney to attend the Fairness Hearing, but it is not necessary.

IF YOU DO NOTHING

36. What happens if I do nothing at all?

If you are a Settlement Class Member and do nothing, you will not get any money from the settlement. And, unless you opt out of the settlement, you will be bound by the judgment entered by the Court. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part

of any other lawsuit or proceeding against the Settling Defendants about the statements and claims at issue in this case.

GETTING MORE INFORMATION

37. How do I get more information?

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can view a copy of the Settlement Agreement and read a list of Frequently Asked Questions and Answers at www.xxxxxxxxxx.com. You may also write with questions to Claims Administrator, PO Box xxxx, [City, State Zip] or send an e-mail to xxxx@xxxxxxxxxxxx.com. You can get a Registration Form and Claim Form at the website, or have a Registration Form and Claim Form mailed to you. If you wish to communicate with Co-Lead Class Counsel or Co-Liaison Counsel for the Individual Plaintiffs, you may contact them directly, see contact information listed in Question 28. You may also seek advice and guidance from your own private attorney at your own expense.