

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHIONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs respectfully move the Court pursuant to Federal Rule of Civil Procedure 23(e) for an Order approving the proposed Settlement in this matter. Plaintiffs are concurrently submitting a memorandum of law that addresses the factors the Court may consider in this context, and a proposed Final Order and Judgment granting this Motion.

Dated: June 11, 2024

Respectfully submitted,

/s/ Benjamin F. Johns

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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing Plaintiffs' Motion for Final Approval of Class Action Settlement and the Memorandum in support thereof upon counsel of record for all parties via the Court's CM/ECF system.

Dated: June 11, 2024

/s/ Bart D. Cohen

Bart D. Cohen

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I. INTRODUCTION

On March 13, 2024, the Court preliminarily approved the Settlement between Plaintiffs Kazandra Barletti, individually and as the parent of minors A.B. and C.B.; Andrew Recchilongo; Sharonda Livingston, individually and as the parent of minor K.J.; Bradley Hain, individually and as the parent of minors N.H. and T.H.; and Hailey Jowers (“Plaintiffs”), individually and as Class Representatives, and Defendant Connexin Software, Inc. d/b/a Office Practicum (“Connexin”) (collectively, the “Parties”), arising from a data incident in which a hacking group named “TommyLeaks” illegally accessed Connexin’s computer systems on or around August 26, 2022, allowing itself access to personal information belonging to Plaintiffs and members of the Settlement Class (the “Data Incident”).¹ The Court conditionally certified a settlement class of approximately 2.7 million people. Following preliminary approval of the Settlement, notice was successfully disseminated to members of the Settlement Class in accordance with the Court’s preliminary approval order. The reaction to the Settlement has been positive: as of June 11, 2023 – with the claims filing deadline still over a month away – there have been over 26,000 claims for benefits under the Settlement, and only one objection to it.

The preliminarily approved Settlement, as set forth in the executed Settlement Agreement (“Settlement,” “Settlement Agreement,” or “SA”), resolves Plaintiffs’ claims on a class-wide basis. The Settlement is fair, reasonable, and adequate, has been well-received by the Class, and satisfies all the criteria for final approval. Plaintiffs therefore now respectfully request that the

¹ The Settlement Agreement is attached as Exhibit 1 to the Declaration of Benjamin F. Johns in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement. *See* ECF Nos. 85-2 (Declaration), 85-3 (Settlement Agreement). Capitalized terms shall have the same meaning as assigned to them in the Settlement Agreement.

Court finally approve the Settlement, so as to allow for the distribution of the settlement proceeds to class members who have filed claims, and otherwise conclude this litigation.

II. FACTUAL AND PROCEDURAL BACKGROUND²

Connexin began notifying impacted individuals about the Data Security Incident in or around December 2022 that it may have been the target of a data security incident. Several plaintiffs filed putative class actions in this Court in the wake of that disclosure. The Court consolidated those cases and subsequently appointed Interim Co-Lead Counsel for Plaintiffs, along with a Plaintiffs Steering Committee comprised of five additional attorneys. *Nelson v. Connexin Software Inc.*, No. 2:22-CV-04676-JDW, 2023 WL 2721657, at *2 (E.D. Pa. Mar. 30, 2023).

On April 28, 2023, Plaintiffs filed the operative Consolidated Amended Complaint. After substantial briefing, resolution of Connexin's motion to dismiss and extensive discovery, the parties held a mediation with Hon. Diane M. Welsh (Ret.) of JAMS on November 13, 2023. Connexin disclosed that its financial condition raised the real possibility that the company would seek bankruptcy protection if the case proceeded substantially further. The Parties conducted informal discovery addressed to that issue, and ultimately executed a term sheet on January 19, 2024. On February 14, 2024, the parties executed the Settlement Agreement. Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement that same day, which the Court granted on March 13, 2024. See ECF No. 87.

² Plaintiffs addressed the factual and procedural background at length in the memorandum in support of the motion for preliminary approval. See ECF No. 85-1, at 2-5. The following is in part an abridged version of that material.

The Court’s Order appointed Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator. *Id.* ¶ 27. Over the last several months, Epiq has worked closely with the Parties to effect the notice procedures referenced in the Settlement Agreement and the Order. *See infra* § III.B.

Nothing has changed with respect to the circumstances that compelled the Court to preliminarily approve the Settlement. The Settlement is fair, reasonable, and adequate, and final settlement approval should be granted.

III. THE SETTLEMENT AND CLAIMS PROCESS

A. Settlement Benefits

The Settlement provides for a \$4,000,000 non-reversionary Settlement Fund (SA ¶¶ 3.1, 3.13) that will be used to pay for Administrative Expenses, taxes, any Service Awards, and any Fee Award and Costs (*id.* ¶¶ 3.2, 3.7). The remaining amount, i.e., the Net Settlement Fund, will be used to pay for Approved Claims submitted by Class Members for Settlement Benefits. Class Members may submit a claim for one of the three following Settlement Benefits:

1. Reimbursement for Actual Out-of-Pocket Losses and Attested Time

Class Members may submit a Documented Loss Payment claim seeking up to \$7,500 per person for the reimbursement of Out-of-Pocket Losses and Attested Time. SA ¶ 3.2(b). Settlement Class Members must affirm under penalty of perjury their belief that the claimed losses are due to the Data Security Incident. *Id.* Any Class Member who previously paid out-of-pocket for credit monitoring as a result of the Data Security Incident will be eligible to be reimbursed under this category. *Id.* The Settlement Administrator will review these claims for compliance with the requirements of the Settlement Agreement.

2. Expanded Identity Theft and Fraud Monitoring Services

Settlement Class Members are also entitled to claim three years of identity theft and credit monitoring, and \$1,000,000 in insurance for losses due to fraud or identity theft. SA ¶ 3.2(a). These benefits will be available to Class Members regardless of whether they took advantage of any previous offering of identity theft and credit monitoring from Connexin. *Id.*

3. Alternative Cash Fund Payment

Settlement Class Members may submit a claim for a *pro rata* cash payment without documentary support. *Id.* ¶¶ 3.2(c), 3.7. The amount of money each Settlement Class Member who submits an Approved Claim will receive will be calculated as follows:

The Settlement Fund shall be used to make payments in the following order: (i) all Administrative Expenses, (ii) Fee Award and Costs and Plaintiff Service Awards, as approved by the Court, (iii) the costs of providing the Expanded Identity Theft and Fraud Monitoring pursuant to Section 3.2.(a); (iv) Reimbursement for Actual Out-of-Pocket Losses and Attested Time pursuant to Section 3.2(b); (v) approved Alternative Cash Benefit payments pursuant to Section 3.2(c), on a *pro rata* basis to exhaust the balance of the Net Settlement Fund.

Id. ¶ 3.7.

4. Data Security Commitments

In addition to the foregoing Settlement Benefits, the Parties also have agreed that, over the next four years Connexin will pursue SOC II certification, which entails its voluntary compliance with a set of standards related to the best practices for storage of customer data, and will continue to invest in other business changes directed at strengthening Connexin's data and information security, which Connexin estimates will cost in the range of \$1,500,000.00. *See id.* ¶ 2. Pursuant to paragraph 2 of the Settlement Agreement, Connexin recently verified its ongoing compliance with that commitment.

B. Notice and Settlement Administration

Pursuant to the Settlement Agreement, Connexin provided Epiq with information regarding nearly 2.8 million Settlement Class Members. *See Ex. 1, Declaration of Cameron R. Azari, Esq. on Implementation and Adequacy of Notice Plan and Notices (“Azari Decl.”) ¶ 21.* Epiq checked those addresses against the National Change of Address (“NCOA”) database maintained by the USPS, then sent written notice to all of those Settlement Class Members by direct mail. *Id.* ¶¶ 22-23. Epiq also established a publicly available Settlement Website which allows Class Members to easily file their claims online, and includes answers to frequently asked questions. *See SA ¶¶ 1.45, 6.7, 7.1; Azari Decl. ¶ 27.* Epiq also established a toll-free hotline dedicated to providing relevant information and assisting Class Members with claim submission. SA ¶¶ 1.26, 6.7; Azari Decl. ¶ 28.

As of June 4, 2024, notice had reached approximately 2,575,656 of the Settlement Class Members for whom Epiq had addresses, a figure that represents 92.3% of the identified Class Members. Azari Decl. ¶ 26. As of June 4, 2024, Epiq has received 26,573 claims. *Id.* ¶ 32. The claims process is ongoing, and Epiq has good reason to expect the submission of numerous additional claims by the July 25, 2024 Claims Deadline.³ *Id.*

C. Objections

The Court-approved Notice Plan informed each Settlement Class Member of their right to object to the Settlement by filing with the Court and serving upon Class Counsel and Connexin’s Counsel a written objection to the Settlement prior to the Objection Deadline. SA ¶¶ 1.29, 6.9. The Objection Deadline is June 25, 2024. As of June 4, 2024, only one objection to the

³ Class Counsel will be prepared to provide the Court with updated figures at the final approval hearing on July 24, 2024.

Settlement has been filed. *See Notice, Affidavit in Truth, A Formal Decree & Objection to Settlement* (ECF 16), *Barletti v. Connexin Software, Inc.*, No. 2:22-cv-04979-JDW (E.D. Pa. May 2, 2024) (the “Objection”).⁴

D. Attorneys’ Fees, Costs, and Expenses, and Service Awards

Concurrent with the instant Motion, Class Counsel is submitting a motion for an award of attorneys’ fees in the amount of \$1,333,333.33; \$50,000 for reasonable litigation costs and expenses; and \$2,500 for each of the five Class Representatives. *See Pls.’ Mot. for Attorneys’ Fees, Expenses, and Service Awards* (the “Fee Motion”). As is reflected in that submission, the requested fee award and expenses are reasonable and consistent with similar awards in similar cases. The Service Awards reflect the work the Class Representatives performed in assisting Class Counsel with this litigation, which included preparing and sitting for their depositions.

E. Release

In exchange for the Settlement Benefits provided for by the Settlement Agreement, Class Members will release all claims against Connexin and other Released Parties as set forth in the Settlement Agreement. SA ¶¶ 4.1–4.2.

F. Residual

The Settlement establishes a non-reversionary fund. SA ¶ 3.13. To the extent any monies remain in the Net Settlement Fund more than 120 days after the distribution of Settlement Payments, a subsequent Settlement Payment will be evenly made to all Class Members with Approved Claims for Documented Losses or Alternative Cash Payments who cashed or deposited their initial payments, assuming such subsequent payment is over \$3.00. *Id.* ¶ 3.9.

⁴ The Clerk’s office docketed the Objection in an action that the Court previously consolidated into this action. *See Order*, Dec. 27, 2022 (ECF No. 14).

Should any amount remain in the Net Settlement Fund after such distribution(s), the Parties shall petition the Court for permission to distribute the remaining funds to a Court-approved non-profit recipient, and provide the Court with details regarding the activities of that proposed recipient. *Id.*

IV. ARGUMENT

The Court's preliminary approval order considered the factors set forth in Fed. R. Civ. P. 23(e)(2) and concluded that "I will likely be able to approve the settlement under the criteria described in Federal Rule of Civil Procedure 23(e)(2) and certify the settlement class under the criteria described in Rules 23(a)(a) and 23(b)(3)." ECF No. 87 ¶ 1. Final approval requires an analysis of many of the same factors that the Court previously considered at the preliminary approval stage.

Under the Federal Rules of Civil Procedure, class action settlements must be "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). In making that determination, the court must "consider[] whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other." Fed. R. Civ. P. 23(e)(2).

Class action settlements are presumptively fair where "(1) the settlement negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement

are experienced in similar litigation; and (4) only a small fraction of the class objected.”” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 535 (3d Cir. 2004) (quoting *In re Cendant Corp. Litig.*, 264 F.3d 201, 232 n.18 (3d Cir. 2001)). See also *In re Nat'l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 436 (3d Cir. 2016).

In determining whether a settlement is fair, reasonable, and adequate, courts in the Third Circuit consider the nine *Girsh* factors:

(1) [T]he complexity, expense, and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation.

Warfarin, 391 F.3d at 534-35 (quoting *Girsh v. Jepson*, 521 F.2d 153, 157 (3d Cir. 1975)). The Settlement here meets the standards for final approval pursuant to both Rule 23(e)(2) and the *Girsh* factors.

A. Plaintiffs and Class Counsel Adequately Represented the Class

Rule 23(e)(2)(A)'s requirement that “the class representatives and class counsel have adequately represented the class” is satisfied here. The Fee Motion includes a detailed discussion of Class Counsel's efforts in the litigation, the settlement negotiations, and implementation of the terms of the Settlement Agreement. Each of the Plaintiffs likewise vigorously pursued the Class's interests. They devoted significant time and effort assisting Class Counsel with prosecution of the Class's claims, collecting evidence, completing questionnaires, producing documents, and preparing and sitting for their depositions.

B. The Settlement Was Negotiated at Arm’s Length

Rule 23(e)(2)(B)'s requirement that the proposal be “negotiated at arm's length” is also satisfied here. The Settlement resulted from arm's-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions, assisted by a neutral and highly experienced mediator. Following the mediation, the Parties engaged in extensive negotiations, informed by Connexin's disclosure of financial information, and Plaintiffs' experts review of that information. *See ECF No. 85-1*, at 4-5. These circumstances weigh in favor of approval.

C. The Relief Provided for the Class is Adequate

This Rule 23(e)(2)(C) factor is encompassed by the *Girsh* factors below. *See Vinh Du v. Blackford*, No. 17-cv-194, 2018 WL 6604484, at *5 (D. Del. Dec. 17, 2018) (observing that the Rule 23(e)(2) factors largely overlap with the *Girsh* factors). The Rule 23(e)(2)(C)(ii) sub-factor regarding the “effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims” weighs in favor of approval here. The Notice Plan was comprehensive and the claims process facilitated by the Settlement Website was simple. *See Holden v. Guardian Analytics, Inc.*, No. 2:23-CV-2115, 2024 WL 2845392, at *3 (D.N.J. June 5, 2024) (a similar notice plan implemented by Epiq in a data breach settlement “satisf[ied] the requirements of Fed. R. Civ. P. 23 and due process.”). The Rule 23(e)(2)(C)(iii) sub-factor regarding the “terms of any proposed award of attorney's fees” also weighs in favor of approval here. Class Counsel's proposed fee is reasonable for the reasons noted in the Fee Motion. The Rule 23(e)(2)(C)(iv) reference to “any agreement required to be identified under Rule 23(e)(3)” encompasses only the Settlement Agreement.

D. The Settlement Treats Class Members Equitably Relative to Each Other

The Settlement satisfies the Rule 23(e)(2)(D) requirement that it “treat[] class members equitably relative to each other.” The plan of allocation distinguishes between Class Members who suffered out-of-pocket losses and those who did not, with those who did not receiving smaller individual settlement distributions. This is a sensible means by which to apportion the settlement benefits. *See, e.g., Swinton v. SquareTrade, Inc.*, 2019 WL 617791, at *8 (S.D. Iowa Feb. 14, 2019) (“There is no requirement that all class members in a settlement be treated equally. And, indeed, class members are not treated equally here. Some are entitled to cash refunds and others only benefit from a coupon and injunctive relief.”).

E. The *Girsh* Factors Favor Approval

1. The Complexity, Expense and Likely Duration of the Litigation

In the absence of settlement, it is certain that the expense, duration, and complexity of protracted litigation that would result would be substantial, and might have precluded any meaningful recovery for Class Members had Connexin been driven to bankruptcy. Continued proceedings necessary to litigate this matter to final judgment would likely include substantial motion practice, extensive fact discovery, class certification proceedings, dispositive motions and, of course, a trial and appeal. *See Holden*, 2024 WL 2845392, at *5 (this *Girsh* factor satisfied in a data breach case for these reasons). Given the complex nature of the Data Incident at issue, a battle of the experts at trial is almost a certainty and, as such, continued proceedings would likely include substantial expert discovery and significant motion practice related to such. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on the merits, as well as any decision on class certification. This factor “weighs heavily” in the Court’s analysis of the Settlement. *Cendant*, 264 F.3d at 233.

2. The Reaction of the Class to the Settlement

The Settlement Class's reaction to the Settlement also weighs in favor of final approval.

Over 26,000 claims have been filed as of June 4, 2024, with six weeks remaining before the Claims Deadline. Azari Decl. ¶ 32. There has been only one objection. Only eight Class Members have opted out of the Settlement, none of whom expressed dissatisfaction with its terms. *Id.* ¶ 30; See Ex. 2, Joint Declaration of Class Counsel in Support pf Plaintiffs' Motion for Final Approval of Class Action Settlement ("Counsel Decl."), ¶ 13. The Class Members who have not yet responded likewise weigh in favor of the Settlement. *Neuberger v. Shapiro*, 110 F.Supp.2d 373, 378 (E.D. Pa. 2000) ("Courts have generally assumed that silence constitutes tacit consent to the agreement."). Here, the Class Members' reaction to the Settlement weighs heavily in favor of final approval. *See Taha v. Bucks Cnty.*, No. 12-6867, 2020 WL 7024238, at *5 (E.D. Pa. Nov. 30, 2020) ("[I]n most cases, 'a small portion of objectors does not favor derailing the settlement.'") (quoting *Bell Atl. v. Bolger*, 2 F.3d 1304, 1314 (3d Cir. 1993)).

The purported Class Member who filed the Objection (*see supra* § III.C), Michael James Krusell, claims that "[d]ata and privacy are priceless" and "clearly more valuable to me than the value you've given in settlement."⁵ Objection, at 1. But he does not specify any basis for that conclusion, or allege any particular harm to himself arising from the Data Security Incident. He demands "information on exactly on exactly what 'data' and 'privacy' was breached." *Id.* That information is available on the Settlement Website.⁶ He further demands "available info on the

⁵ Contrary to the instructions on the Settlement Website, Mr. Krusell did not submit proof that he is a Class Member with the Objection. *See* <https://www.connexindatasettlement.com/Home/Faq>, FAQ 26. Nor did he indicate whether he intends to appear at the final approval hearing, or deliver copies of the Objection to the Settlement Administrator and Class Counsel. *See id.*

⁶ *See* <https://www.connexindatasettlement.com/Home/Faq>, FAQ 2.

damage you know it has caused” (Objection, at 1), but states no basis for his apparent belief that there has in fact been any such damage above and beyond what has already been disclosed on the Settlement Website.

Courts have routinely rejected objections based on unsupported claims that the settlements at issue should have resulted in greater recoveries. *See, e.g., Ryder v. Wells Fargo Bank, N.A.*, No. 1:19-CV-638, 2022 WL 223570, at *2 (S.D. Ohio Jan. 25, 2022) (rejecting objection where the objector did “not include any documentation to support her claim that she [] is due any amount more than she would receive under the Settlement” and failed to exercise her right to opt out); *Yaeger v. Subaru of Am., Inc.*, No. 1:14-cv-4490, 2016 WL 4541861, at *17 (D.N.J. Aug. 31, 2016) (rejecting objections suggesting that the court “should insert other, more favorable terms into the proposed settlement” and recognizing that “[t]here is no middle ground of inserting or deleting terms at the request of an objector based on the judge’s conception of what would be more fair, reasonable, or adequate”). And courts in other data security cases have repeatedly approved settlements offering class members only one year of credit monitoring. *See, e.g., Fox v. Iowa Health Sys.*, No. 3:18-cv-00327, 2021 WL 826741, at *4 (W.D. Wis. Mar. 4, 2021) (settlement offering, inter alia, one year of credit monitoring provided “adequate” relief); *In re Banner Health Data Breach Litig.*, No. 2:16- cv-02696, 2020 WL 12574227, at *5 (D. Ariz. Apr. 21, 2020) (“These objections to the quality and duration of the [credit monitoring] product are yet again nothing more than a wishful desire for different, ‘better’ settlement terms.”).

3. The Stage of the Proceedings and the Amount of Discovery Completed

The amount and nature of the discovery conducted by Plaintiffs supports final approval. Class Counsel thoroughly investigated the Data Incident and Connexin prior to filing their

respective initial complaints. *See* Counsel Decl. ¶ 3. Plaintiffs thereafter issued extensive written discovery, to which Connexin responded, reviewed the resulting document production, and took the depositions of six witnesses, two of whom testified as to a broad array of topics pursuant to Fed. R. Civ. P. 30(b)(6). *Id.* ¶¶ 4-5. Both in advance of and subsequent to the Parties' mediation, Connexin produced additional information regarding its finances, which weighed heavily in the resolution of the case. *Id.* ¶¶ 7-8. Class Counsel's well-informed decision as to the adequacy of the proposed Settlement weighs in favor of final approval.

4. The Risks of Establishing Liability and Damages, and Maintaining the Class Action

"[T]he risks surrounding a trial on the merits are always considerable." *In re Diet Drugs Products Liability Litig.*, No. 99-20593, 2000 WL 1222042, at *61 (E.D. Pa. Aug. 28, 2000) (quoting *Weiss v. Mercedes-Benz of N. Am., Inc.*, 899 F. Supp. 1297, 1301 (D.N.J.1995), *aff'd*, 66 F.3d 314 (3d Cir.1995)). Plaintiffs' claims are well-supported, but subject to credible defenses and inherent risks. Were the case to continue, Plaintiffs would face a number of delays and challenges, particularly including obtaining class certification, briefing motions for summary judgment, defending expert opinions, and maintaining class certification through trial. *See In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) ("[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact ... That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.").

Data breach cases are particularly risky given the unique issues they raise relating to causation and damages, among others. *See In re Citrix Data Breach Litig.*, No. 19-61350, 2021 WL 2410651, at *3 (S.D. Fla. June 11, 2021) ("Data breach cases in particular present unique challenges with respect to issues like causation, certification, and damages."); *In re Anthem, Inc.*

Data Breach Litig., 327 F.R.D. 299, 318 (N.D. Cal. 2018) (“[T]he dearth of precedent makes continued litigation more risky. The parties have pointed the Court to only one non-settlement data-breach class that has been certified in federal court to date.”) (citation omitted). And several claims in data breach cases, including cases in this Circuit, have failed even at the pleading stage. See *In re Rutter’s Data Sec. Breach Litig.*, 511 F. Supp. 3d 514, 523-26 (M.D. Pa. 2021) (dismissing claims of certain plaintiffs who had not experienced fraud but alleged “only possible future injuries and prophylactic measures to avoid those potential injuries”); *Browne v. US Fertility, LLC*, No. 21-367, 2021 WL 2550643 (E.D. Pa. June 22, 2021) (same); *McGowan v. Core Cashless, LLC*, No. 2:23-CV-00524-MJH, 2024 WL 488318 (W.D. Pa. Feb. 8, 2024) (same). Plaintiffs here were left with only their negligence and breach of contract as third-party beneficiary claims following the Court’s ruling on Connexin’s motion to dismiss.

Even if the Court certified a litigation class, there is a risk of de-certification or appeal on the Court’s decision by Connexin, and no guarantee that class status would be maintained. See, e.g., *Fulton-Green v. Accolade, Inc.*, No. 18-274, 2019 WL 4677954, at *8 (E.D. Pa. Sept. 24, 2019) (“This is a complex case in a risky field of litigation because data breach class actions are uncertain and class certification is rare.”). The Settlement avoids those risks and maximizes Class Members’ recovery in light of Connexin’s limited assets, rather than forcing Connexin to expend those assets to litigate the case further. This factor favors final approval of the Settlement.

5. The Defendant’s Ability to Withstand a Greater Judgment

The Third Circuit interprets this *Girsh* factor to be “concerned with whether the defendants could withstand a judgment for an amount significantly greater than the settlement.” *Cendant*, 264 F.3d at 240. “Even if solvency could be assured,” the Third Circuit “regularly

find[s] a settlement to be fair even though the defendant has the practical ability to pay greater amounts.” *McDonough v. Toys “R” Us, Inc.*, 80 F. Supp. 626, 645 (E.D. Pa. 2015) (collecting cases).

This factor may dictate approval of the Settlement by itself. The mediation and subsequent negotiations between the Parties were consumed largely with issues relating to Connexin’s financial condition. Only when Class Counsel, informed by their independent financial experts, were thoroughly convinced that Connexin could neither withstand a greater judgment nor afford to litigate the case substantially further did they agree to the pending Settlement. This is a case in which the risk of recovering nothing for the class was a distinct possibility for reasons far above and beyond the usual ones relating to the merits and class certification. *See Barletti v. Connexin Software, Inc.*, No. 2:22-CV-04676-JDW, 2024 WL 1096531, at *5 (E.D. Pa. Mar. 13, 2024) (“Such a [bankruptcy] filing would have left class members as unsecured creditors with unliquidated claims, meaning that they likely would not have recovered much, if anything, as part of a reorganization or liquidation.”).

6. The Range of Reasonableness in Light of the Best Possible Recovery

“The reasonableness of a proposed settlement is assessed by comparing ‘the present value of the damages plaintiffs would likely recover if successful [at trial], appropriately discounted for the risk of not prevailing … with the amount of the proposed settlement.’” *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 323-24 (3d Cir. 2011) (quoting *In re Prudential Ins. Co. Am. Sales Practice Litig. Agent Actions*, 148 F.3d 283, 322 (3d Cir. 1998)). The Court’s analysis as to this factor might be identical to its analysis with respect to Connexin’s ability to withstand a greater judgment. The “best possible recovery” in this case is not necessarily a function solely of the merits as to liability, damages, and class certification. Arguably, it is a function of Connexin’s

ability to pay. A judgment for the maximum possible amount would be substantially worthless to the Class if Connexin could pay at most a tiny fraction of it. The Settlement may in fact itself be the “best possible recovery.”

7. The Range of Reasonableness in Light of the Attendant Risks of Litigation

The substantial risks of litigation (beyond those arising from Connexin’s financial condition) are detailed above. *See supra* § IV.E.4. Yet despite the added risk arising from that unusual circumstance, this Settlement still compares favorable with settlements in other data breach cases in which there was no apparent evidence that plaintiffs were constrained by defendants’ resources. *See, e.g., In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2022 WL 1173179, at *1 (E.D. Pa. Apr. 20, 2022) (finally approving settlement providing for gift cards worth up to \$15 or reimbursement of out-of-pocket losses up to \$500), *vacated and remanded on other grounds*, 85 F.4th 712, 727 (3d Cir. 2023).⁷ *See also Linnins v. Haeco Americas, Inc.*, No. 16CV486, 2018 WL 5312193, at *1 (M.D.N.C. Oct. 26, 2018) (settlement included \$312,500 claim fund for reimbursement of specified expenses to employees whose PII was accessed in data breach); *In re Zappos Security Breach Litig.*, No. 12-325, 2019 WL 12026706, at *2 (D. Nev. Dec. 23, 2019) (data breach settlement provided “10% coupon” for Zappos goods).

F. The Court Should Confirm Certification of the Settlement Class

Nothing has changed that should affect the Court’s well-founded determination that “at the final approval stage, I will likely be able to … certify the settlement class under the criteria

⁷ The Third Circuit vacated and remanded the district court’s holding only as to attorneys’ fees (for reasons not relevant to this case), and left the district court’s approval of the settlement in place.

described in Rules 23(a) and 23(b)(3)." ECF No. 87 ¶ 1. All of the Rule 23(a) and 23(b)(3) requirements continue to favor class certification.

1. The Class Meets the Requirements of Rule 23(a)

The prerequisites for class certification under Rule 23(a) are numerosity, commonality, typicality, and adequacy of representation. The Settlement Class meets those requirements.

a. The Class is so numerous that joinder is impracticable

The Settlement Class consists of approximately 2.7 million individuals. This readily satisfies the numerosity requirement. *See, e.g., In re Processed Egg Prod. Antitrust Litig.*, 284 F.R.D. 249, 260 (E.D. Pa. 2012) (numerosity requirement generally satisfied if the class exceeds 40 members).

b. There are Questions of Law or Fact Common to the Class

"A finding of commonality does not require that all class members share identical claims." *Warfarin*, 391 F.3d at 530. The commonality requirement requires only that plaintiffs "share at least one question of fact or law with the grievances of the prospective class." *Id.* at 527-28. Here, the central issues posed by this litigation are whether Connexin had a duty to protect Plaintiffs' and Class Members' information from unauthorized access, and whether Plaintiffs and Class Members were injured by Connexin's failure to do so. These are common questions subject to common proof that can be answered on a class-wide basis.

c. Plaintiffs' Claims are Typical of the Claims of the Class

"The typicality inquiry is intended to assess whether the action can be efficiently maintained as a class and whether the named plaintiffs have incentives that align with those of absent class members so as to assure that the absentees' interests will be fairly represented." *Baby Neal v. Casey*, 43 F.3d 48, 57-58 (3d Cir. 1994). Here, Plaintiffs' claims are virtually

identical to those of other Settlement Class Members. They are all predicated on the same alleged conduct by Connexin: failure to safeguard their personal information. Connexin's liability for the Data Incident does not depend on individualized circumstances of either Plaintiffs or other Settlement Class Members.

d. Plaintiffs and Class Counsel Adequately Represented the Class

“Adequate representation depends on two factors: (a) the Plaintiff's attorney must be qualified, experienced and generally able to conduct the proposed litigation; and (b) the Plaintiffs must not have interests antagonistic to those of the class.” *Weiss v. York Hosp.*, 745 F.2d 786, 811 (3d Cir. 1984) (citation omitted). As to the first of those factors, Class Counsel respectfully submit that they have adequately represented the interests of the class here.

As to the second of the “adequate representation” factors, a potential conflict between plaintiffs and absent class members is disabling for Rule 23 purposes only if it is “apparent, imminent, and on an issue at the very heart of the suit.” *In re Flat Glass Antitrust Litig.*, 191 F.R.D 472, 482 (W.D. Pa. 1999). In this case, there is no evidence tending to suggest any conflict at all between the Plaintiffs’ interests and those of other Settlement Class Members, much less one sufficient to raise questions as to Plaintiffs’ adequacy.

2. The Class Meets the Requirements of Rule 23(b)(3)

Class certification is appropriate under Rule 23(b)(3) when: (i) common questions of law or fact “predominate” over any individual questions, and (ii) a class action is “superior” to other available means of adjudication. Both of these requirements are satisfied here.

a. Common Questions of Law or Fact Predominate

Predominance is satisfied when “common questions represent a significant aspect of a case and ... can be resolved for all members of a class in a single adjudication.” *Messner v.*

Northshore Univ. Health Sys., 669 F.3d 802, 815 (7th Cir. 2012) (quoting 7A Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedures § 1778 (3d ed. 2011)). Questions common to all Class Members predominate here. Several case-dispositive questions could be resolved identically for all members of the Class, such as whether Connexin had a duty to exercise reasonable care in safeguarding Settlement Class Members' personal and health information, and whether Connexin breached any duty. This case involves a single data security incident that impacted all Class Members, giving rise to claims that all share the same common nucleus of facts and law. The issues raised can be resolved using the same evidence for all Class Members. They are the types of predominant questions that make a class-wide adjudication entirely feasible.

b. A Class Action is the Superior Method of Adjudicating This Case

Class certification is appropriate if a "class action is superior to other available methods for the fair and efficient adjudication of the controversy." Fed. R. Civ. P. 23(b)(3). "The superiority requirement asks the court to balance, in terms of fairness and efficiency, the merits of a class action against those of alternative available methods of adjudication.'" *Eggs*, 284 F.R.D. at 264 (quoting *In re Prudential Ins.*, 148 F.3d at 316). That balance weighs heavily in favor of the superiority of a class action here. Individual lawsuits by Class Members would be unfeasible in light of the substantial costs of litigation as compared to the relatively limited damages recoverable by any Settlement Class Member. Only resolution on a class basis would effectuate the goals of Rule 23: (1) to promote judicial economy through the efficient resolution of multiple claims in a single action; and (2) to provide persons with smaller claims, who would otherwise be economically precluded from doing so, the opportunity to assert their rights.

Wright, Miller & Kane, Fed. Practice & Procedure: Civil 2d § 1754.

V. CONCLUSION

Plaintiffs have negotiated a fair, adequate, and reasonable settlement that assures Class Members of prompt and meaningful relief. The Settlement Agreement is well within the range of approval and complies with the dictates of Rule 23. For these reasons and the other reasons detailed herein, Plaintiffs respectfully request that the Court certify the Class for settlement purposes and grant their Motion for Final Approval of Class Action Settlement.

Dated: June 11, 2024

Respectfully submitted,

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Plaintiffs' Steering Committee

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHIONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN AND NOTICES**

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

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice, and I have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President with Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and 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.

4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. My team and I have experience with legal noticing in more than 575 cases, including more than 70 multidistrict litigation settlements, and have prepared notices that have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq, and those decisions have invariably withstood appellate review.

RELEVANT EXPERIENCE

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

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

(b) *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-02599 (S.D. Fla.), involved \$1.91 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags. The notice plans for those settlements included individual mailed notice to more than 61.8 million potential class members

and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

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

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

(e) *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.), involved a \$21 million settlement for claims against The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products; a comprehensive media based notice plan was designed and implemented. The plan included a consumer print publication notice, targeted banner

notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website.

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

(g) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a \$5.5 billion settlement reached by Visa and MasterCard. An intensive notice program included more than 19.8 million direct mail notices sent to potential class members, together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, with notices in multiple languages, and an extensive online notice campaign featuring banner notices that generated more than 770 million adult impressions. Sponsored search listings and a settlement website in eight languages expanded the notice program. For the subsequent settlement reached by Visa and MasterCard, an extensive notice program was implemented, which included over 16.3 million direct mail notices to class members together with more than 354 print publication insertions and banner notices, which generated more than 689 million adult impressions. The Second Circuit recently affirmed the settlement approval. *See No. 20-339 et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).

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

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

7. In forming expert opinions, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 24 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

8. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

9. This declaration describes the implementation of the Notice Plan (“Notice Plan”) and Notices (“Notice” or “Notices”) for *Barletti et al. v. Connexin Software Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW pending in the United States District Court for the Eastern District of Pennsylvania. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this case. We designed and implemented the Notice Plan that was the best method practicable under the circumstances and provided notice to the Settlement Class.

DATA PRIVACY AND SECURITY

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

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

12. The security and privacy of clients’ and class members’ information and data are paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security

personnel, controls, and technology to protect the data we handle. To promote a secure environment for client and class member data, industry leading firewalls and intrusion prevention systems protect and monitor Epiq's network perimeter with regular vulnerability scans and penetration tests. Epiq deploys best-in-class endpoint detection, response, and anti-virus solutions on our endpoints and servers. Strong authentication mechanisms and multi-factor authentication are required for access to Epiq's systems and the data we protect. In addition, Epiq has employed the use of behavior and signature-based analytics as well as monitoring tools across our entire network, which are managed 24 hours per day, 7 days per week, by a team of experienced professionals.

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

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

information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties.

15. Epiq holds several industry certifications including: Trusted Information Security Assessment Exchange (“TISAX”), Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to Health Insurance Portability and Accountability Act (“HIPAA”), National Institute of Standards and Technology (“NIST”), and Federal Information Security Management Act (“FISMA”) frameworks. Epiq follows local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

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

NOTICE PLAN SUMMARY

17. Federal Rule of Civil Procedure 23(c)(2)(B) directs that notice must be “the best notice practicable under the circumstances,” must include “individual notice to all members who

can be identified through reasonable effort” and “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.” The Notice Plan as implemented satisfied these requirements.

18. The Notice Plan as designed and implemented reached the greatest practicable number of identified Class Members with individual notice. The Notice Plan individual notice efforts reached approximately 92.3% of the identified Class Members. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Plan was consistent with other court-approved notice plans, was the best notice practicable under the circumstances of this case and satisfied the requirements of due process, including its “desire to actually inform” requirement.¹

NOTICE PLAN DETAIL

19. On March 13, 2024, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Order* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes, the following Settlement Class:

All individuals whose personally identifiable information or personal health information was compromised in the data security incident that Connexin discovered on or about August 26, 2022.

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

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

NOTICE PLAN

Individual Notice

21. On March 26, 2024, Epiq received twenty-two data files with 2,798,372 records for identified Class Members, including names, Membership Number, and physical address. Epiq deduplicated and rolled-up the records and loaded the unique, identified Class Member records into its database. These efforts resulted in 2,790,240 unique, identified Class Member records. A Summary Notice was sent via United States Postal Services (“USPS”) first class mail to all identified Class Members with an associated physical address. To conserve costs for mailing and postage, notices were sent per household², rather than per Class Member. For the 2,790,240 identified Class Members, Epiq identified 1,795,905 associated households.

Individual Notice – Direct Mail

22. On April 26, 2024, Epiq sent 1,795,905 Summary Notices to identified Class Members with an associated physical address – grouped by household, with only one Summary Notice being sent per household. The Summary Notice was sent via USPS first-class mail. The Summary Notice clearly and concisely summarized the case, the Settlement, and the legal rights of the Class Members. In addition, the Summary Notice also directed the recipients to the Settlement Website for additional information.

23. Prior to sending the Summary Notice, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Class Member address information was up-to-date and accurately formatted for mailing.³ In addition,

² Household is defined as Class Members with the same last name and physical address.

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces

the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and were verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

24. The return address on the Summary Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Summary Notices with an available forwarding address order that has not expired (“Postal Forwards”). Summary Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon successfully locating better addresses, Summary Notices were promptly remailed. As of June 4, 2024, Epiq has remailed 194,445 Summary Notices. The Summary Notice is included as **Attachment 2**.

25. Additionally, a Claim Package (Long Form Notice in English or Spanish and Claim Form) was mailed to all persons who request one via the toll-free telephone number or other means. As of June 4, 2024, Epiq mailed 831 Claim Packages as a result of such requests. The Long Form Notice in English is included as **Attachment 3**. The Long Form Notice in Spanish is included as **Attachment 4**. The Claim Form is included as **Attachment 5**.

undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

Notice Results

26. As of June 4, 2024, a Summary Notice was delivered to households representing 2,575,656 of the 2,790,240 unique, identified Class Members. This means the individual notice efforts reached approximately 92.3% of the identified Class Members.

Settlement Website

27. On April 26, 2024, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.connexindatasettlement.com). The Settlement Website contains relevant documents and information including the Complaint, Long Form Notice (in English and Spanish), Summary Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and other important documents. The website allows Class Members to easily file their Claim online. In addition, the Settlement Website includes answers to frequently asked questions (“FAQs”), instructions for how Class Members may opt-out (request exclusion) or object, contact information for the Settlement Administrator, and how to obtain other case-related information. The Settlement Website address was prominently displayed in all notice documents. As of June 4, 2024, there have been 31,762 unique visitor sessions to the settlement website, and 161,647 web pages have been presented.

Toll-free Telephone Number and Postal Mailing Address

28. On April 26, 2024, Epiq established a toll-free telephone number (1-888-907-0837) to allow Class Members to call for additional information. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs (in English and Spanish). Callers also have an option to request a Claim Package be mailed to them. The toll-free telephone number was prominently displayed in all notice documents. The automated telephone system is available 24 hours per day, 7 days per week. As of June 4, 2024, the

toll-free telephone number has handled 3,169 calls to the toll-free telephone number representing 8,243 minutes of use.

29. A postal mailing address and email address were established and continue to be available, allowing Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

30. The deadline to request exclusion from the Settlement or to object to the Settlement is June 25, 2024. As of June 4, 2024, Epiq has received eight requests for exclusion. As of June 4, 2024, Epiq has received no objections to the Settlement.

Claim Submissions and Distribution Options

31. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Class Members can file a Claim Form online or by mail prior to the claim filing deadline. With any method of filing a Claim Form, Class Members have the option of receiving a digital payment or a traditional paper check.

32. The deadline for Class Members to file a Claim Form is July 25, 2024. As of June 4, 2024, Epiq has received 26,573 Claim Forms (26,438 online and 135 paper). Since the July 25, 2024, claim filing deadline has not yet passed, these numbers are preliminary. By that deadline, I expect additional Claim Forms will be filed by Class Members. As standard practice, Epiq is in the process of conducting a complete review and audit of all Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

CONCLUSION

33. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal statutes and local rules, 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 were met in this case.

34. The Notice Plan included individual notice via mail to the identified Class Members. With the address updating protocols that were used, the Notice Plan individual notice efforts reached approximately 92.3% of the identified Class Members. The reach was further enhanced by a Settlement Website. The Federal Judicial Center’s (“FJC”) Judges’ Class Action Notice and Claims Process Checklist and Plain Language 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 Settlement Class. It is reasonable to reach between 70–95%.”⁴ Here, we have developed and implemented a Notice Plan that readily achieved a reach within that standard.

35. In my opinion, the Notice Plan followed 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.

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

- 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.

36. The Notice Plan provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rule of Civil Procedure 23, comported with the guidance for effective notice articulated in the Manual for Complex Litigation 4th Ed and FJC guidance, and met the requirements of due process, including its "desire to actually inform" requirement.

37. The Notice Plan schedule afforded enough time to provide full and proper notice to the Class Members before the Opt-Out and Objection Deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 7, 2024.



Cameron R. Azari, Esq.

Attachment 1



HILSOFT NOTIFICATIONS

Hilsoft Notifications ("Hilsoft") 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. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Hilsoft has been retained by defendants or plaintiffs for more than 575 cases, including more than 70 MDL case settlements, 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 implemented an extensive notice program for a \$190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).
- Hilsoft designed and implemented an extensive notice plan for a \$85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website. ***In Re: Zoom Video Communications, Inc. Privacy Litigation*** 3:20-cv-02155 (N.D. Cal.).
- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling \$88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).
- For a \$21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).
- For a \$60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents," Hilsoft designed and implemented an extensive individual notice program. More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website. ***In re Morgan Stanley Data Security Litigation*** 1:20-cv-05914 (S.D.N.Y.).
- Hilsoft designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of \$1.91 billion in settlements regarding Takata airbags. The Notice Plans included mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).
- For a \$63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were delivered to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).
- For a \$50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Hilsoft were delivered to approximately 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC*** 3:17-cv-03529 (N.D. Cal.).
- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft's expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members. In addition, Hilsoft implemented a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 95% of the class. ***In re Flint Water Cases*** 5:16-cv-10444, (E.D. Mich.).
- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than \$175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, \$5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. See No. 20-339 et al., — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).
- Hilsoft provided notice for the \$113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).
- For a \$26.5 million settlement, Hilsoft implemented a notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.*** 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).

- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national, consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website further expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.*** 1:19-cv-20592 (S.D. Fla.).
- 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 that reached 78.8% of all U.S. adults aged 35+, approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company et al.*** 3:12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program for a \$32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).
- For a \$20 million Telephone Consumer Protection Act ("TCPA") settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).
- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.*** 16-cv-31602 (Bankr. W.D. N.C.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* 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 efforts. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).
- Hilsoft handled a large asbestos bankruptcy bar date notice effort with 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.*** 14-10979 (Bankr. D. Del.).
- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.).
- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people for this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation*** 00-cv-192059 CPA (Ont. Super. Ct.).
- For BP's \$7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft opined on all forms of notice and designed and implemented a dual notice program for "Economic and Property Damages" and "Medical Benefits." The notice program reached at least 95% of Gulf Coast region adults with 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. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice effort, reaching 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 point of sale notice effort with 100 million notices distributed to Lowe's purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe's Home Centers*** SU10-cv-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 22 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 notice campaigns in compliance with FRCP Rule 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: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re: Disposable Contact Lens Antitrust Litigation*, *In re Flint Water Cases*, *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 on April 20, 2010*, *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 FRCP Rule 23 notice requirements, 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.

Kyle Bingham, Director – Epiq Legal Noticing

Kyle Bingham has more than 15 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*, *Browning et al. v. Anheuser-Busch, LLC*, *Zanca et al. v. Epic Games, Inc.*, *Kukorinis v. Walmart, Inc.*, *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*, and *Hale v. State Farm Mutual Automobile Insurance Company*. Kyle also handles and has worked on more than 350 CAFA notice mailings. 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.

Stephanie Fiereck, Esq., Director of Legal Noticing

Stephanie Fiereck has more than 20 years of class action and bankruptcy administration experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex settlement administration. Stephanie is responsible for assisting clients with drafting detailed legal notice documents and writing declarations. During her career, she has written more than 1,000 declarations while working on an array of cases including: *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In Re: Capital One Consumer Data Security Breach Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re Flint Water Cases*, *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)*, *Hale v. State Farm Mutual Automobile Insurance Company*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, and *In re: Checking Account Overdraft Litigation*. Stephanie has handled more than 400 CAFA notice mailings. Prior to joining Hilsoft, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She has authored numerous articles regarding legal notice and settlement administration. Stephanie is an active member of the Oregon State Bar. She received her B.A. from St. Cloud State University and her J.D. from the University of Oregon School of Law. Stephanie can be reached at sfie@epiqglobal.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 working with companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, T.J.X., 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.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2022, Amsterdam, The Netherlands, Nov. 17, 2022.
- **Cameron Azari** Speaker, "Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age." Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.
- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, "Mass Torts Made Perfect Bi-Annual Conference." Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." Nov. 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference, American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates." DC Consumer Class Action Lawyers Luncheon, Dec. 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, "Tips for Responding to a Mega-Sized Data Breach." *Law360*, May 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360*, Feb. 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, Apr. 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.
- **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, Jan. 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **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.

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- **Stephanie Fiereck** Author, "Consultant Service Companies Assisting Counsel in Class-Action Suits." *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.
- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.
- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." Current Developments – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All things considered, the Notice is adequate under the applicable law....

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

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

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

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

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

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

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

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

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

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

Judge Mark Thomas Bailey, Snyder et al. v. The Urology Center of Colorado, P.C. (Oct. 30, 2022) 2021CV33707 (2nd Dist. Ct. Cnty. of Denver Col.):

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

Judge Amy Berman Jackson, *In re: U.S. Office of Personnel Management Data Security Breach Litigation* (Oct. 28, 2022) MDL No. 2664, 15-cv-01394 (D.D.C.):

The Court finds that notice of the Settlement was given to Class Members in accordance with the Preliminary Approval Order, and that it constituted the best notice practicable of the matters set forth therein, including the Settlement, to all individuals entitled to such notice. It further finds that the notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge John R. Tunheim, *In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)* (Smithfield Foods, Inc.) (Oct. 19, 2022) 18-cv-01776 (D. Minn.):

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

Judge Harvey E. Schlesinger, *In re Disposable Contact Lens Antitrust Litigation* (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Oct. 12, 2022) 3:15-md-02626 (M.D. Fla.):

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

Judge George H. Wu, *Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.* (Oct. 11, 2022) 2:18-cv-03019 (C.D. Cal.):

[T]he Court finds that the Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted methods that were reasonably calculated to inform the members of the Settlement Class of the Settlement and their rights thereunder; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law.

Judge Robert M. Dow, Jr., *In re: fairlife Milk Products Marketing and Sales Practices Litigation* (Sept. 28, 2022) MDL No. 2909, 1:19-cv-03924 (N.D. Ill.):

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

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

The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to

appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

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

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

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

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

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

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

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

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

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

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

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

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

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Judge Analisa Torres' Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice

practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules of law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes pursuant to the Settlement Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

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

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

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

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

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

Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information

so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

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

In accordance with the Settlement Agreement, Epiq launched the Settlement Website and mailed out settlement notices in accordance with the preliminary approval order. (ECF No. 149). Pursuant to this Court's preliminary approval order, Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members.

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

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

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

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval ... (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Azari Decl."] ¶19). As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented. (Ibid.).

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them (Azari Decl. ¶20). As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members. (Azari Decl. ¶14) As of November 10, 2021, 169,404 of those class members successfully received notice. (Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Supp. Azari Decl."] ¶10.).

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

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

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

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

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

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

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

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

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

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.’s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq “delivered individual notice to approximately 91.5% of the identified Settlement Class” and that the media notice brought the overall notice effort to “in excess of 95%.” The Court finds that the notice plan was implemented in an appropriate manner.

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

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

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

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

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

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

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

Following preliminary approval, the settlement administrator carried out the notice program The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials ... and established a website with comprehensive information about the settlement Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses Multiple attempts were made to contact class members in some cases, and all notices

directed recipients to a website where they could access settlement information A paid online media plan was implemented for class members for whom the settlement administrator did not have data When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

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

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

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

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online [T]he Court finds that notice was “reasonably calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”

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

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

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

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

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

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, ... as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant’s business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom

the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

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

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

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

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

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

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

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

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

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

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

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

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

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

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

The Court finds that the notice and notice plan previously approved by the Court was implemented and

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

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

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

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

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

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

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

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

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

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

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

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

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

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

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

Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

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

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

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

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

The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as

Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

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

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. Civ. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute

(including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

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

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

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

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

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

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

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

Judge Amos L. Mazzant, Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

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

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

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

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

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

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

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

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

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

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

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (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-01720 (E.D.N.Y.):

The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

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

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Va.):

The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

Judge Brian McDonald, *Armon et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

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

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

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

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

Judge Christina A. Snyder, *Zaklit et al. v. Nationstar Mortgage LLC et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

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

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.

Judge Jon Tigar, *McKnight et al. v. Uber Technologies, Inc. et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.

Judge Karin Crump, *Hyder et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis Cnty. Tex.):

Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.

Judge Wendy Battelstone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.

Judge Andrew G. Ceresia, J.S.C., Denier et al. v. Taconic Biosciences, Inc. (July 15, 2019) 00255851 (Sup Ct. N.Y.):

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

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class

and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice.... Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

Judge Kenneth M. Hoyt, *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, 18-cv-00864 (N.D. Ill.):

The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.

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

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

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

The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., Ajose et al. v. Interline Brands, Inc. (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

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

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

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

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

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

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

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

Judge M. James Lorenz, Farrell v. Bank of America, N.A. (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

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

Judge Dean D. Pregerson, Falco et al. v. Nissan North America, Inc. et al. (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, In re: Windsor Wood Clad Window Product Liability Litigation (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due

Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, Surrett et al. v. Western Culinary Institute et al. (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al. (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, Larson v. John Hancock Life Insurance Company (U.S.A.) (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, Masson v. Tallahassee Dodge Chrysler Jeep, LLC (May 8, 2018) 17-cv-22967 (S.D. Fla.):

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

Chancellor Russell T. Perkins, Morton v. GreenBank (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, Callaway v. Mercedes-Benz USA, LLC (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection ... [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, *Vergara et al. v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation (Honda & Nissan)* (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

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

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

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

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, Gottlieb v. Citgo Petroleum Corporation (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla.):

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

Judge Donald M. Middlebrooks, Mahoney v. TT of Pine Ridge, Inc. (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, Sobiech v. U.S. Gas & Electric, Inc., it/d/b/a Pennsylvania Gas & Electric et al. (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, In re: Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru) (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

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

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

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (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) CJ-2015-00859 (Dist. Ct. Okla.):

The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(1)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15).

Judge Joseph F. Bataillon, Klug v. Watts Regulator Company (Apr. 13, 2017) 8:15-cv-00061 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December

7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company et al.* (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc. et al.* (Dec. 14, 2016) 2:12-cv-02247 and *Gary, LLC v. Deffenbaugh Industries, Inc. et al.* 2:13-cv-02634 (D. Kan.):

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

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

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

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

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

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

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [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) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp et al.* (July 30, 2015) 14-cv-10979 (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins et al. v. Nestlé Purina PetCare Company et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, Steen v. Capital One, N.A. (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of *In re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shuts, 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 et al.** (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, **Wong et al. v. Alacer Corp.** (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, **In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation** (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards ... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, **Evans et al. v. TIN, Inc. et al.** (July 7, 2013) 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice ... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, **Marolda v. Symantec Corporation** (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out ... The Court ... concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, **In re: Zurn Pex Plumbing Products Liability Litigation** (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

The 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-00960 (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, Sachar v. Iberiabank Corporation (Apr. 26, 2012) as part of **In re: Checking Account Overdraft** MDL No. 2036 (S.D. Fla.):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims ... [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment.".... The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." *Mullane*, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

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

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

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

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

The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement ... 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 No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate

and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., Schulte v. Fifth Third Bank (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, Williams v. Hammerman & Gainer Inc. (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others ... were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, Mathena v. Webster Bank, N.A. (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of **In re: Checking Account Overdraft Litigation** MDL No. 2036 (S.D. Fla.):

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

Judge Ted Stewart, Miller v. Basic Research, LLC (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, Pavlov v. Continental Casualty Co. (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

[T]he elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, In re: Department of Veterans Affairs (VA) Data Theft Litigation (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

LEGAL NOTICE CASES

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

<i>In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i>	N.D. Cal., No. 19-md-02913
<i>Rogowski et al. v. State Farm Life Insurance Company et al. (Whole Life or Universal Life Insurance)</i>	W.D. Mo., No. 4:22-cv-00203
<i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown (TCPA)</i>	W.D.N.Y., No. 1:22-cv-00309
<i>In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i>	S.D. Ind., No. 3:21-cv-00007
<i>Meier v. Prosperity Bank (Bank Fees & Overdraft)</i>	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
<i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al. (Auto Insurance Claims Sales Tax)</i>	S.D. Ohio, No. 1:20-cv-00668
<i>Checchia v. Bank of America, N.A. (Bank Fees)</i>	E.D. Penn., No. 2:21-cv-03585
<i>McCullough v. True Health New Mexico, Inc. (Data Breach)</i>	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
<i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. (Swiss Franc LIBOR-Based Derivatives)</i>	S.D.N.Y., No. 1:15-cv-00871
<i>Duggan et al. v. Wings Financial Credit Union (Bank Fees)</i>	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
<i>Miller v. Bath Saver, Inc. et al. (TCPA)</i>	M.D. Penn., No. 1:21-cv-01072
<i>Chapman v. Insight Global Inc. (Data Breach)</i>	M.D. Penn., No. 1:21-cv-00824
<i>Thomsen et al. v. Morley Cos., Inc. (Data Breach)</i>	E.D. Mich., No. 1:22-cv-10271
<i>In re Scripps Health Data Incident Litigation (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
<i>In Re Robinhood Outage Litigation (Trading Outage)</i>	N.D. Cal., No. 3:20-cv-01626
<i>Walker v Highmark BCBS Health (TCPA)</i>	W.D. Penn., No. 20-cv-01975
<i>Dickens et al. v. Thinx, Inc. (Consumer Product)</i>	S.D.N.Y., No. 1:22-cv-04286
<i>Service et al. v. Volkswagen Group of America et al. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
<i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company (Automobile Total Loss)</i>	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
<i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. (Data Breach)</i>	S.D. Fla., No. 21-cv-61275
<i>Rivera v. IH Mississippi Valley Credit Union (Overdraft)</i>	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
<i>Guthrie v. Service Federal Credit Union (Overdraft)</i>	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
<i>Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (Medical Insurance)</i>	27th Jud. D. Ct. La., No. 16-C-3647
<i>Churchill et al. v. Bangor Savings Bank (Overdraft)</i>	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
<i>Brower v. Northwest Community Credit Union (Bank Fees)</i>	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
<i>Kent et al. v. Women's Health USA, Inc. et al. (IVF Antitrust Pricing)</i>	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

In re: U.S. Office of Personnel Management Data Security Breach Litigation	D.D.C., No. MDL No. 2664, 15-cv-01394
In re: fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
In Re: Zoom Video Communications, Inc. Privacy Litigation	N.D. Cal., No. 3:20-cv-02155
Browning et al. v. Anheuser-Busch, LLC (False Advertising)	W.D. Mo., No. 20-cv-00889
Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)	N.D. Ga., No. 1:19-cv-01411
In re: Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
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In re Takata Airbag Class Action Settlement - Australia Settlement Louise Haselhurst v. Toyota Motor Corporation Australia Limited Kimley Whisson v. Subaru (Aust) Pty Limited Akuratiya Kularathne v. Honda Australia Pty Limited Owen Brewster v. BMW Australia Ltd Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited Camilla Coates v. Mazda Australia Pty Limited	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - ClIPPs) (Smithfield Foods, Inc.)	D. Minn., No. 0:18-cv-01776
Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
In Re: Capital One Consumer Data Security Breach Litigation	E.D. Va., MDL No. 2915, No. 1:19-md-02915
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In re Morgan Stanley Data Security Litigation	S.D.N.Y., No. 1:20-cv-05914
DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)	C.D. Cal., No. 2:20-cv-05692
In re: California Pizza Kitchen Data Breach Litigation	C.D. Cal., No. 8:21-cv-01928
Breda v. Celco Partnership d/b/a Verizon Wireless (TCPA)	D. Mass., No. 1:16-cv-11512
Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
Dearing v. Magellan Health Inc. et al. (Data Breach)	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)	S.D.N.Y., No. 1:20-cv-02667
In Re: Takata Airbag Products Liability Litigation (Volkswagen)	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
Beiswinger v. West Shore Home, LLC (TCPA)	M.D. Fla., No. 3:20-cv-01286
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Cochran et al. v. The Kroger Co. et al. (Data Breach)	N.D. Cal., No. 5:21-cv-01887

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Abramson v. Safe Streets USA LLC (TCPA)	E.D.N.C., No. 5:19-cv-00394
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Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)	E.D. Va., No. 3:21-cv-00019
Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)	N.D. Ill., No. 1:18-cv-02068
Fallis et al. v. Gate City Bank (Overdraft)	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
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Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIPPs) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.	N.D. Ill., No. 1:20-cv-02295
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Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)	E.D.N.Y., No. 1:18-cv-07124
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)	D. Minn., No. 0:18-cv-01776
Lozano v. CodeMetro Inc. (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
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Thompson et al. v. Community Bank, N.A. (Overdraft)	N.D.N.Y., No. 8:19-cv-00919
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In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
In Re: Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)	C.D. Cal., No. 4:17-cv-02856
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In re: Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
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Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)	N.D. Cal., No. 3:16-cv-04067
UFCW & Employers Benefit Trust v. Sutter Health et al. (Self-Funded Payors)	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
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In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
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Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Richards et al. v. Chime Financial, Inc. (Service Disruption)	N.D. Cal., No. 4:19-cv-06864
In re: Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
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Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)	M.D. Fla., No. 3:18-cv-01011
Al's Discount Plumbing et al. v. Viega, LLC (Building Products)	M.D. Pa., No. 19-cv-00159
Rose v. The Travelers Home and Marine Insurance Company et al.	E.D. Pa., No. 19-cv-00977
Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
Garvin v. San Diego Unified Port District	Sup. Ct. Cal., No. 37-2020-00015064
Consumer Financial Protection Bureau v. Siringoringo Law Firm	C.D. Cal., No. 8:14-cv-01155
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In re: Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
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K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals	30th Jud. Dist. Tenn., No. CH-13-04871-1
In re: Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
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In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
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Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-01061
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In re: Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
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In re: Kaiser Gypsum Company, Inc. et al. (Asbestos)	Bankr. W.D. N.C., No. 16-31602
Kuss v. American HomePatient, Inc. et al. (Data Breach)	M.D. Fla., No. 8:18-cv-02348
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In re: Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., MDL No. 2633, No. 3:15-md-02633
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Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:15-cv-01394
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In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
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In re: Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
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Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
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In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
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Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864

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Naiman v. Total Merchant Services, Inc. et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
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In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
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Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006
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In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)	S.D. Fla., MDL No. 2599
In re: Takata Airbag Products Liability Litigation (OEM – Ford)	S.D. Fla., MDL No. 2599
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In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
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In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
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Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
Ma et al. v. Harmless Harvest Inc. (Coconut Water)	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)	D. Puerto Rico, No. 17-cv-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
Gottlieb v. Citgo Petroleum Corporation (TCPA)	S.D. Fla., No. 9:16-cv-81911
Farnham v. Caribou Coffee Company, Inc. (TCPA)	W.D. Wis., No. 16-cv-00295
Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. (Broker's Price Opinions)	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. (Data Breach)	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
Glaske v. Independent Bank Corporation (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
Swift v. BancorpSouth Bank, as part of In re: Checking Account Overdraft	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al. Gary, LLC v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.	27 th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A., as part of In re: Checking Account Overdraft	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

In re: MI Windows and Doors Inc. Products Liability Litigation (Building Products)	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., No. 11-cv-06700
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-md-2221
Wong et al. v. Alacer Corp. (Emergen-C)	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-cv-07666
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McGann et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., No. 1322-CC00800
Rose v. Bank of America Corporation et al. (TCPA)	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Glube et al. v. Pella Corporation et al. (Building Products)	Ont. Super. Ct., No. CV-11-4322294-00CP
Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)	Ark. Cir. Ct., No. 60CV03-4661
Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Evans et al. v. TIN, Inc. et al. (Environmental)	E.D. La., No. 2:11-cv-02067
Casayuran v. PNC Bank, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

<i>Anderson v. Compass Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Blahut v. Harris, N.A., as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re: Zurn Pex Plumbing Products Liability Litigation</i>	D. Minn., MDL No. 1958, No. 08-md-1958
<i>Saltzman v. Pella Corporation (Building Products)</i>	N.D. Ill., No. 06-cv-04481
<i>In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i>	E.D.N.Y., MDL No. 1720, No. 05-md-01720
<i>RBS v. Citizens Financial Group, Inc., as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Ore., No. 3:10-cv-00960
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., No. 05-cv-04191
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., No. 3:08-cv-05701
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)</i>	E.D. La., MDL No. 2179
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)</i>	E.D. La., MDL No. 2179
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., No. 00-cv-192059 CP
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Sup. Ct. Cal., No. RIC 1101391
<i>Case v. Bank of Oklahoma, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Wolfgeher v. Commerce Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McKinley v. Great Western Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., No. 1:12-cv-01016
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., No. 8:11-cv-01896
<i>Sachar v. Iberiabank Corporation, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Williams v. S.I.F. Consultants (CorVel Corporation)</i>	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., No. 2:08-cv-04463
<i>Williams v. Hammerman & Gainer, Inc. (SIF Consultants)</i>	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (Hammerman)</i>	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Gunderson v. F.A. Richard & Assocs., Inc. (First Health)</i>	14th Jud. D. Ct. La., No. 2004-002417

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

Hilsoft-cv-148

Attachment 2

Connexin Data Security Incident Litigation

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Legal Notice

*Barletti, et al. v. Connexin Software, Inc.
d/b/a Office Practicum,
Case No. 2:22-cv-04676-JDW, E.D.
Pennsylvania*

**As a Result of the CONNEXIN DATA
SECURITY INCIDENT, You Can Get
Cash or Credit Monitoring and Insurance
Services to Protect Your Information.**

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

This is NOT a Claim Form

Household ID: [REDACTED]

PIN: [REDACTED]

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case 2:22-cv-04676-JDW Document 90-2 Filed 06/11/24 Page 73 of 100
A proposed Settlement of a class action lawsuit arising out of a data security incident has been reached with Connexin Software, Inc. d/b/a Office Practicum ("Connexin"). On or about August 26, 2022, Connexin discovered a third party threat actor accessed certain files stored on one of Connexin's servers. As a result, Personal Information of individuals who are or were patients of pediatric practices, employees or otherwise affiliated with Connexin may have been accessed (the "Data Security Incident"). Impacted Personal Information may have included names, Social Security numbers, clinical information, human resource information, compensation data, and other medical or personal health information. Plaintiffs filed a lawsuit alleging that Connexin's data security was negligent and otherwise violated the law, resulting in the Data Security Incident. Connexin disputes those allegations. Plaintiffs and Connexin have reached an agreement to settle those claims.

Who is Included? The Court decided that Class Members include all natural persons whose Personal Information was compromised in the Data Security Incident.

What does the Settlement Provide? The Settlement establishes a \$4,000,000.00 Settlement Fund to be used to pay for Expanded Identity Theft and Fraud Monitoring Services, Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment to valid Settlement Class Members; costs of Notice and Administration; Service Awards to the Class Representatives; and Fee Award and Costs. Also, Connexin has agreed to undertake certain security commitments and business changes intended to strengthen Connexin's data and information security. Claimants may select **one** of the following forms of Settlement relief as follows:

- **Expanded Identity Theft and Fraud Monitoring Services** – three (3) years of Expanded Identity Theft and Fraud Monitoring Services;
- **Reimbursement for Out-of-Pocket Losses** – reimbursement for certain Out-of-Pocket Losses, i.e., money spent or time lost, that is more likely than not related to the Connexin Data Security Incident (up to \$7,500);
- **Alternative Cash Payment** – a cash payment, in an amount to be determined consistent with the Settlement. The Alternative Cash Payment may be increased or reduced pro rata depending on the number of Class Members that participate in the Settlement.

How To Get Benefits: You must complete and file a Claim Form for each Class Member online or by mail postmarked by **July 25, 2024**, including required documentation. You can file your claim online at the Settlement Website, www.ConnexinDataSettlement.com. You may also get a paper Claim Form on the website, or by calling the toll-free number, 1-888-907-0837, and submit by mail.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **June 25, 2024**. If you do not exclude yourself, you will release any claims you may have against Connexin or the Released Parties (as defined in the Settlement Agreement) related to the Connexin Data Security Incident, as more fully described in the Settlement Agreement, available on the settlement website. If you do not exclude yourself, you may object to the Settlement by **June 25, 2024**.

The Final Approval Hearing: The Court has scheduled a hearing in this case (*Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, No. 2:22-cv-04676-JDW, E.D. Pa.) for **July 24, 2024, at 10:00 a.m.** at 601 Market Street, Philadelphia, PA 19106, to consider: whether to approve the Settlement, Service Awards, Attorneys' Fees and Expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so. The hearing may be held remotely, so please check the Settlement Website for those details.

Attachment 3

Connexin Data Breach Litigation
(Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum, Case No. 2:22-cv-04676-JDW, E.D. Pa.)

Notice of Connexin Data Security Incident Class Action Settlement

*This is not a solicitation from a lawyer.
Please read this Notice carefully and completely.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

*Para una notificación en español, llamar 1-888-907-0837 o visitar nuestro sitio web
www.ConnexinDataSettlement.com.*

- A proposed Settlement of a class action lawsuit arising out of a Data Security Incident has been reached with Connexin Software, Inc. d/b/a Office Practicum (“Connexin”). On or about August 26, 2022, Connexin discovered a third party threat actor was able to access files stored on one of Connexin’s servers. As a result, Personal Information of individuals who are or were patients of pediatric practices, employees, or otherwise affiliated with Connexin may have been accessed (the “Data Security Incident”). Impacted Personal Information may have included names, Social Security numbers, clinical information, human resource information, compensation data, and other medical or personal health information. Plaintiffs filed a lawsuit alleging that Connexin’s data security was negligent and otherwise violated the law, resulting in the Data Security Incident. Connexin disputes those allegations. Plaintiffs and Connexin have reached an agreement to settle those claims. If you were notified by Connexin that your Personal Information may have been compromised because of the Connexin Data Security Incident, you are included in this Settlement as a member of the Settlement Class.
- Under the Settlement, Connexin has agreed to establish a \$4,000,000.00 Settlement Fund to (1) pay for three (3) years of expanded identity theft and fraud monitoring and \$1 million in insurance (“Expanded Identity Theft and Fraud Monitoring Services” or “EITFMS”); or (2) provide reimbursement of up to \$7,500.00 per Class Member for Class Members who incurred certain Out-of-Pocket Losses (“Reimbursement for Out-of-Pocket Losses”); or (3) provide *pro rata* Cash Fund Payment to Class Members (“Alternative Cash Payment”). The Settlement Fund will also be used to pay for the costs of the settlement administration, Court-approved Service Awards for named Plaintiffs, and the Fee Award and Costs. In addition, Connexin has agreed to undertake certain security commitments and business changes intended to strengthen Connexin’s data and information security over a period of four (4) years.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: JULY 25, 2024	<p>Submitting a Claim Form is the only way that you can receive any of the benefits provided by this Settlement, including Expanded Identity Theft and Fraud Monitoring Services, a Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment.</p> <p>If you submit a Claim Form, you will give up the right to sue Connexin and certain Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: JUNE 25, 2024	<p>This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Connexin, or certain Released Parties (as defined in the Settlement Agreement), for the claims this Settlement resolves.</p> <p>If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.</p>
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: JUNE 25, 2024	<p>You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved, and you will not be allowed to exclude yourself from the Settlement.</p> <p>If you object, you may also file a Claim Form to receive Settlement Benefits, but you will give up the right to sue Connexin and Released Parties in a separate lawsuit about the legal claims this Settlement resolves.</p>

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

GO TO THE “FINAL APPROVAL” HEARING DATE: JULY 24, 2024	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the monetary Settlement Benefits and you will give up your rights to sue Connexin and certain Released Parties for the claims this Settlement resolves.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. Why did I get this Notice?

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

The case is known as *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW, E.D. Pa. (the “Action”), in the United States District Court for the Eastern District of Pennsylvania. The people who filed this lawsuit are called the “Plaintiffs” and the company they sued, Connexin Software, Inc. d/b/a Office Practicum, is called the “Defendant.” The Plaintiffs and the Defendant agreed to this Settlement.

2. What is this lawsuit about?

On or around August 26, 2022, a third party threat actor accessed files stored on one of Connexin’s servers. As a result, Personal Information of individuals who are or were patients of pediatric practices, employees, or otherwise affiliated with Connexin may have been accessed. Impacted Personal Information may have included names, Social Security numbers, clinical information, and other medical or personal health information. After conducting a thorough investigation, Connexin began notifying individuals of the Data Security Incident in December 2022.

The Plaintiffs claim that Connexin failed to adequately protect their Personal Information and that they were injured as a result. Connexin denies any wrongdoing, and no court or other entity has made any judgment or other determination of any wrongdoing or that the law has been violated. By entering into the Settlement, Connexin is not admitting that it did anything wrong.

3. Why is this a class action?

In a class action, one or more people called the “Class Representatives” sue on behalf of all people who have similar claims. Together all of these people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

The Class Representatives in this case are Plaintiffs Kazandra Barletti, individually, as natural parent and next friend of A.B. and C.B., minors; Andrew Recchilongo; Sharonda Livingston, individually, as natural parent and next friend of K.J., a minor; Bradley Hain, individually, as natural parent and next friend of N.H. and T.H., minors; and Hailey Jowers.

4. Why is there a settlement?

The Class Representatives and Connexin do not agree about the claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Class Representatives or Connexin. Instead, the Class Representatives and Connexin have agreed to settle the Action. The Class Representatives and the attorneys for the Class (“Class Counsel”) believe the Settlement is best for all Class Members because of the risks and uncertainty associated with continued litigation and the nature of the defenses raised by Connexin.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

WHO IS INCLUDED IN THE SETTLEMENT

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

The Court has decided that everyone who fits the following description is a Class Member:

All approximately 3 million natural persons whose Personal Information was compromised in the Data Security Incident. If you received Notice of this Settlement by mail or email, you are a Class Member, and your legal rights are affected by this Settlement.

If you did not receive Notice by mail or email, or if you have any questions as to whether you are a Class Member, you may contact the Settlement Administrator.

6. Are there exceptions to individuals who are included as Class Members in the Settlement?

Yes, the Settlement does not include (1) the Judges presiding over the Action and members of their immediate families and staff; (2) Connexin, its subsidiaries, parent companies, successors, predecessors, and any entity in which Connexin or its parents, have a controlling interest, and its current or former officers and directors; (3) natural persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded natural person.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Class Member, you may go to the Settlement Website at www.ConnexinDataSettlement.com, or call the Settlement Administrator's toll-free number at 1-888-907-0837.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

The Settlement will provide Class Members with the opportunity to select and make a claim for one the following three Settlement Benefits, which are discussed in further detail below:

(A) Three (3) years of Expanded Identity Theft and Fraud Monitoring Services and \$1 million in identity theft insurance coverage (“EITFMA”);

OR

(B) Up to a \$7,500.00 cash payment for reimbursement of certain Out-of-Pocket Losses that are more likely than not related to the Connexin Data Security Incident (“Reimbursement for Out-of-Pocket Losses”);

OR

(C) Alternative Cash Payments in amounts to be determined consistent with the terms of Section 3.7 of the Settlement Agreement. The amount of the Cash Fund Payments is unknown at this time but will be calculated based upon how many Class Members submit valid claims for EITFMS and for reimbursement of Reimbursement for Out-of-Pocket Losses.

In addition, Connexin has agreed to take certain remedial measures and enhanced security measures as a result of this Action.

Please review FAQ 9 carefully for additional information regarding the order in which Settlement Benefits are paid from the Settlement Fund. This additional information may impact your decision as to which of the three Settlement Benefit options is the best option for you.

A. Expanded Identity Theft and Fraud Monitoring Services.

You may file a Claim Form to receive Expanded Identity Theft and Fraud Monitoring Services. Expanded Identity Theft and Fraud Monitoring Services provide a way to protect yourself from unauthorized use of your personal information. If you already have credit monitoring services, you may still sign up for this additional protection.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

The Expanded Identity Theft and Fraud Monitoring Services provided by this Settlement are separate from, and in addition to, the credit monitoring and identity resolution services that may have been offered to you by Connexin in response to the Data Security Incident. You are eligible to make a claim for the Expanded Identity Theft and Fraud Monitoring Services being offered through this Settlement even if you did not sign up for the previous services.

Expanded Identity Theft and Fraud Monitoring Services include (i) up to \$1 million of identity theft insurance coverage; and (ii) three (3) years of identity theft and fraud monitoring providing, among other things, notice of changes to the Class Member's credit profile.

To receive Expanded Identity Theft and Fraud Monitoring Services, you must submit a completed Claim Form selecting to receive Expanded Identity Theft and Fraud Monitoring Services. You do not need to provide additional documents for this claim – only the Household ID number and PIN provided on your postcard notice.

B. Reimbursement for Out-of-Pocket Losses.

In the alternative to Expanded Identity Theft and Fraud Monitoring Services, you may elect to submit a Claim Form for reimbursement of certain Out-of-Pocket Losses. If you spent money remedying or addressing identity theft and fraud that was more likely than not related to the Connexin Data Security Incident or you spent money to protect yourself from future harm because of the Connexin Data Security Incident, you may make a claim for a Reimbursement for Out-of-Pocket Losses for reimbursement of up to \$7,500.00 in Documented Losses.

Out-of-Pocket Losses consist of unreimbursed losses incurred on or after August 26, 2022, that were related to identity theft and fraud and are more likely than not a result of the Connexin Data Security Incident, as well as any expenses related to the Connexin Data Security Incident. Examples include long distance telephone charges; cell phone minutes (if charged by the minute); internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident); costs of credit reports purchased between August 26, 2022 and the Claims Deadline; documented costs paid for credit monitoring services and/or fraud resolution services purchased between August 26, 2022 and the Claims Deadline, provided you provide a sworn statement that the monitoring or service was purchased primarily because of the Data Security Incident and not for other purposes; documented expenses directly associated with dealing with identity theft or identity fraud related to the Data Security Incident; other documented losses that are more likely than not related to the Data Security Incident; and compensation for hours of lost time spent dealing with the Data Security Incident at \$30/hour, up to five (5) hours maximum per Class Member ("Attested Lost Time"). Other losses or costs related to the Connexin Data Security Incident that are not insurance reimbursable may also be eligible for reimbursement. To protect the Settlement Fund and valid claims, all Claim Forms submitted that seek payment related to credit or debit card fraudulent transactions will be carefully scrutinized by the Settlement Administrator.

Claims for Reimbursement for Out-of-Pocket Losses must be supported by Reasonable Documentation. Reasonable Documentation means written documents supporting your claim, such as credit card statements, bank statements, invoices, police reports, telephone records, and receipts. Claims for Reimbursement for Attested Lost Time must be supported by a sworn check-box attestation that time claimed was spent dealing with the aftermath of the Data Security Incident.

Individual payments for Documented Losses may be reduced or increased depending on the number of Class Members that participate in the Settlement.

To receive a Reimbursement for Out-of-Pocket Losses, you must submit a completed Claim Form electing to receive a Reimbursement for Out-of-Pocket Losses. If you file a Claim Form for a Reimbursement for Out-of-Pocket Losses and it is rejected by the Settlement Administrator and you do not correct it, and you have not otherwise claimed Expanded Identity Theft and Fraud Monitoring Services, your Claim Form will be considered as an alternative claim for an Alternative Cash Payment.

C. Alternative Cash Payment.

In the alternative to Expanded Identity Theft and Fraud Monitoring Services or Reimbursement for Out-of-Pocket Losses, you may elect to receive a cash payment. This is the "Alternative Cash Payment." The amount of the Alternative Cash Payment will vary depending on the number of valid claims that are submitted. To receive an Alternative Cash Payment, you must submit a completed Claim Form electing to receive an Alternative Cash Payment. You do not need to provide additional documents for this claim – only the Household ID number and PIN provided on your postcard notice.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

You are not required to provide Reasonable Documentation with your Claim Form to receive an Alternative Cash Payment. Individual Alternative Cash Payments may be reduced or increased pro rata (equal share) depending on the number of Class Members that participate in the Settlement and the amount of money that remains in the Cash Fund after payments of other Settlement Benefits and charges with priority for payment under the Settlement. See FAQ 9 below.

9. How will Settlement Benefits be paid?

Before determining which Settlement Benefit option from the Settlement is best for you (selecting Expanded Identity Theft and Fraud Monitoring Services, Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment), it is important for you to understand how Settlement payments will be made. Administrative Expenses for costs of the settlement administration will be paid first. Then, Class Counsel fees and expenses and Service awards, as approved by the Court will be deducted from the Settlement Fund before making payments to Class Members. Class Counsel will seek attorneys' fees up to a maximum of 33.33% of the \$4,000,000.00 Settlement Fund (i.e., \$1,333,333.33), reasonable costs and expenses incurred by counsel for the Class not to exceed \$50,000 (referred to collectively as Fee Award and Costs), and Service Awards of up to \$2,500.00 to each of the Class Representatives. The Court may award less than these amounts. The remainder of the Settlement Fund will be distributed in the following order:

1. Expanded Identity Theft and Fraud Monitoring Services claims will be paid first.
2. If money remains in the Settlement Fund after paying for the Expanded Identity Theft and Fraud Monitoring Services, Reimbursement for Out-of-Pocket Losses claims will be paid second. If your claim for a Reimbursement for Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not cure it, and you have not otherwise made a claim for Expanded Identity Theft and Fraud Monitoring Services, your claim for a Reimbursement for Out-of-Pocket Losses will instead be considered a claim for an Alternative Cash Payment.
3. Approved Alternative Cash Payments. If money remains in the Settlement Fund after paying Expanded Identity Theft and Fraud Monitoring Services claims and Reimbursement for Out-of-Pocket Losses claims, the amount of the Settlement Fund remaining will be used to create a "Post EITFMS/Reimbursement Net Settlement Fund," which will be used to pay all Alternative Cash Payment claims. The value of the Alternative Cash Payments is unknown at this time but will be calculated by subtracting from the Settlement Fund the amounts paid for valid claims for Expanded Identity Theft and Fraud Monitoring Services and Reimbursement for Out-of-Pocket Losses, and after those expenses are deducted, the Post EITFMS/ Reimbursement Net Settlement Fund will be divided pro rata to individuals with approved claims for Alternative Cash Payments.

10. Tell me more about Connexin's security commitments.

As a result of the Action, over the next four (4) years, Connexin has agreed to invest in other business changes intended to strengthen Connexin's data and information security, which Connexin estimates will cost in the range of \$1,500,000.00. Connexin agrees to provide Class Counsel with written verification that it is in compliance with this paragraph before the motion for final approval of the Settlement is due to be filed with the Court.

11. What is the total value of the Settlement?

Not accounting for the cost of the enhanced security measures, the Settlement provides a \$4,000,000.00 Settlement Fund for the benefit of the Class. Any Court-approved Fee Award and Costs, Service Awards to the Class Representatives, Taxes due on any interest earned by the Settlement Fund, if necessary, and any notice and settlement administration expenses will be paid out of the Settlement Fund, and the balance ("Net Settlement Fund") will be used to pay for the above Settlement Benefits. Any costs associated with Connexin's remedial and enhanced security measures will be paid by Connexin in addition to the Settlement Fund.

12. What am I giving up to get a Settlement Benefit or stay in the Class?

Unless you exclude yourself, you are choosing to remain in the Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against Connexin and the Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Class Action Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (see next FAQ).

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

13. What are the Released Claims?

In exchange for the Settlement, Class Members agree to release Connexin and their respective predecessors, successors, assigns, parents, subsidiaries, divisions, affiliates, departments, and any and all of their past, present, and future officers, directors, employees, equity holders, stockholders, partners, servants, agents, successors, attorneys, representatives, insurers, reinsurers, subrogees, and assigns of any of the foregoing (“Released Parties”) from any claim, liability, right, demand, suit, obligation, damage, including consequential damage, loss or cost, punitive damage, attorneys’ fees, costs, and expenses, action or cause of action, of every kind or description—whether known or Unknown (as the term “Unknown Claims” is defined in the Settlement Agreement), suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that was or could have been asserted on behalf of the Settlement Class related to or arising from the Data Security Incident, regardless of whether the claims or causes of action are based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source, and regardless of whether they are foreseen or unforeseen, suspected or unsuspected, or fixed or contingent, arising out of, or related or connected in any way with the claims or causes of action of every kind and description that were brought, alleged, argued, raised or asserted in any pleading or court filing in the Action (“Released Claims”).

The Class Representatives and all Class Members, on behalf of themselves, their heirs, assigns, executors, administrators, predecessors, and successors, and any other person purporting to claim on their behalf, release and discharge all Released Claims, including Unknown Claims, against each of the Released Parties and agree to refrain from instituting, directing or maintaining any lawsuit, contested matter, adversary proceeding, or miscellaneous proceeding against each of the Released Parties that relates to the Data Security Incident or otherwise arises out of the same facts and circumstances set forth in the Consolidated Class Action Complaint in this Action. This Settlement releases claims against only the Released Parties. This Settlement does not release, and it is not the intention of the Parties to this Settlement to release, any claims against any unidentified third party.

More information is provided in the Class Action Settlement Agreement and Release, which is available at www.ConnexinDataSettlement.com.

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

14. How do I make a claim for Settlement Benefits?

You must complete and submit a Claim Form by **July 25, 2024**. Claim Forms may be submitted online at www.ConnexinDataSettlement.com or printed from the website and mailed to the Settlement Administrator at the address on the form. Claim Forms are also available by calling 1-888-907-0837 or by writing to Connexin Data Breach Settlement Administrator, P.O. Box 5735, Portland, OR 97228-5735. The quickest way to file a claim is online.

If you received a Postcard Notice by mail, use your Household ID number and PIN to file your Claim Form. If you lost or do not know your Household ID number and PIN, please visit the Settlement Website www.ConnexinDataSettlement.com to print a Claim Form or call 1-888-907-0837 to have a Claim Form mailed to you.

You may submit a claim for either (a) a Reimbursement for Out-of-Pocket Losses, OR (b) a claim for Expanded Identity Theft and Fraud Monitoring Services, OR (c) an Alternative Cash Payment by submitting a Claim Form on the Settlement Website, or by downloading, printing, and completing a Claim Form and mailing it to the Settlement Administrator. You may only select one form of Settlement Relief.

15. How do I make a claim for Expanded Identity Theft and Fraud Monitoring Services?

To file a claim for Expanded Identity Theft and Fraud Monitoring Services, you must submit a valid Claim Form electing to receive Expanded Identity Theft and Fraud Monitoring Services. To submit a claim for Expanded Identity Theft and Fraud Monitoring Services, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **July 25, 2024**.

Instructions for filling out a claim for Expanded Identity Theft and Fraud Monitoring Services are included on the Claim Form. You may access the Claim Form at www.ConnexinDataSettlement.com.

The deadline to file a claim for Expanded Identity Theft and Fraud Monitoring Services is **July 25, 2024**. Claims must be filed or postmarked if mailed by this deadline.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

16. How do I make a claim for a Reimbursement for Out-of-Pocket Losses?

To file a claim for a Reimbursement for Out-of-Pocket Losses of up to \$7,500.00 for reimbursement of certain Documented Losses, you must submit a valid Claim Form electing to receive a Reimbursement for Out-of-Pocket Losses. To submit a claim for a Reimbursement for Out-of-Pocket Losses, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **July 25, 2024**.

The Claim Form requires that you sign the attestation regarding the information you provided and that you include Reasonable Documentation, such as credit card statements, bank statements, invoices, police reports, telephone records, and receipts.

If your claim for a Reimbursement for Out-of-Pocket Losses is rejected by the Settlement Administrator and you do not correct it, and you do not otherwise make a claim for Expanded Identity Theft and Fraud Monitoring Services, your claim for a Reimbursement for Out-of-Pocket Losses will instead be considered a claim for an Alternative Cash Payment.

Instructions for filling out a claim for a Reimbursement for Out-of-Pocket Losses are included on the Claim Form. You may access the Claim Form at www.ConnexinDataSettlement.com.

The deadline to file a claim for a Reimbursement for Out-of-Pocket Losses is **July 25, 2024**. Claims must be filed (or postmarked if mailed) by this deadline.

17. How do I make a claim for an Alternative Cash Payment?

To file a claim for an Alternative Cash Payment, you must submit a valid Claim Form electing to receive an Alternative Cash Payment. To submit a claim for an Alternative Cash Payment, you may either complete a Claim Form on the Settlement Website or print and mail a completed Claim Form to the Settlement Administrator, postmarked on or before **July 25, 2024**.

If you wish to receive your payment via digital payment method options instead of a check, simply provide your email address (optional). Anyone who submits a valid claim for an Alternative Cash Payment and does not elect to receive a digital payment will receive their payment via regular check sent through U.S. Mail.

Instructions for filling out a claim for an Alternative Cash Payment are included on the Claim Form. You may access the Claim Form at www.ConnexinDataSettlement.com.

The deadline to file a claim for an Alternative Cash Payment is **July 25, 2024**. Claims must be filed or postmarked if mailed by this deadline.

18. What happens if my contact information changes after I submit a claim?

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to the following address:

Connexin Data Breach Settlement
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

19. When and how will I receive the Settlement Benefits I claim from the Settlement?

If you make a valid claim for Expanded Identity Theft and Fraud Monitoring Services, the Settlement Administrator will send you information on how to activate your credit monitoring after the Settlement becomes final.

Payment for valid claims for an Alternative Cash Payment or a Reimbursement for Out-of-Pocket Losses will be provided by the Settlement Administrator after the Settlement is approved and becomes Final. You may elect to receive payment for valid claims for an Alternative Cash Payment or Reimbursement for Out-of-Pocket Losses via PayPal, Venmo, or digital payment instead of a check by submitting your email address with your Claim Form. Anyone who does not elect to receive payment via digital payment will receive their payment via regular check sent through U.S. Mail.

The approval process may take time. Please be patient and check www.ConnexinDataSettlement.com for updates.

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Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

20. What happens if money remains after all of the Settlement Claims are paid?

None of the money in the \$4,000,000.00 Settlement Fund will ever be paid back to Connexin once the Settlement is approved and has become Final. Any money left in the Settlement Fund after 120 days after the distribution of payments to Class Members will be distributed pro rata (equal share) among all Class Members with approved claims for Alternative Cash Payments, who cashed or deposited their initial check or received the Settlement proceeds through digital means, as long as the average payment amount is \$3.00 or more. If there is not enough money to provide qualifying Class Members with an additional \$3.00 payment, and if possible, the remaining Net Settlement Fund will be distributed to a non-profit recipient to be agreed to by the parties and approved by the Court.

THE LAWYERS REPRESENTING YOU**21. Do I have a lawyer in this case?**

Yes, the Court has appointed Benjamin F. Johns of Shub & Johns LLC, and Bart D. Cohen of Bailey & Glasser LLP as Class Counsel to represent you and the Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Action.

22. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award them attorneys' fees of up to a maximum of 33.33% of the \$4,000,000.00 Settlement Fund (i.e., \$1,333,333.33), plus the reimbursement of their reasonable costs and expenses (referred to collectively as "Fee Award and Costs"). They will also ask the Court to approve up to \$2,500.00 Service Awards to each of the Class Representatives for participating in this Action and for their efforts in achieving the Settlement. If awarded, these amounts will be deducted from the Settlement Fund before making payments to Class Members. The Court may award less than these amounts.

Class Counsel's application for attorneys' fees and expenses and Service Awards will be made available on the Settlement Website at www.ConnexinDataSettlement.com before the deadline for you to comment or object to the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

23. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must complete and sign a Request for Exclusion. The Request for Exclusion must be in writing and identify the case name *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW, E.D. Pa.; state the name, address, and telephone number and Household ID of the Class Member(s) seeking exclusion; and must also contain a statement to the effect that "I/We hereby request to be excluded from the proposed Settlement Class in *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, Case No. 2:22-cv-04676-JDW, E.D. Pa." The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **June 25, 2024**:

Connexin Data Breach Settlement
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

You cannot exclude yourself by telephone or by email.

24. If I exclude myself, can I still get Expanded Identity Theft and Fraud Monitoring Services or a Settlement Payment as part of this class action settlement?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You can only get Expanded Identity Theft and Fraud Monitoring Services, a Reimbursement for Out-of-Pocket Losses, or an Alternative Cash Payment if you stay in the Settlement and submit a valid Claim Form.

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

25. If I do not exclude myself, can I sue Connexin for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Connexin and Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against Connexin or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

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

You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) state the Class Member's full name, current mailing address, and telephone number; (b) include proof that the Class Member is a member of the Settlement Class (e.g., copy of the Settlement Notice, copy of the original notice of the Data Security Incident); (c) identify the specific factual and legal grounds for the objection; (d) identify all counsel representing the Class Member, if any; (e) include a list, including case name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past five (5) years; and (f) contain a statement regarding whether the Class Member (or counsel of his or her choosing) intends to appear at the Final Approval Hearing. All objections must be submitted to the Settlement Administrator, Class Counsel identified below, and to the Court either by mailing them or by filing them in person at the Courthouse. All objections must be submitted to the Court either by mailing them to: Clerk, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106 or filing objections electronically through the Court's Electronic Claims Filing system or filing in person with the Court or postmarked on or before **June 25, 2024**.

27. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **July 24, 2024, at 10:00 a.m.** before the Honorable Joshua D. Wolson, United States District Court for the Eastern District of Pennsylvania, 601 Market Street, Philadelphia, PA 19106.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class. Class Members should monitor the Settlement Website or see FAQ 32 to confirm whether the date for the Final Approval Hearing has changed. Please note that the hearing may be held via telephone or video conference. All details about the Final Approval Hearing will be posted on the Settlement Website.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement; Class Counsel's application for Fee Award and Costs; and the Service Awards to the Class Representatives. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

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Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

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

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

30. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see FAQ 26*). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

31. What happens if I do nothing at all?

If you are a Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Connexin or any of the Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

32. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.ConnexinDataSettlement.com, or by contacting Class Counsel (see below).

If you have questions about the proposed Settlement or anything in this Notice, you may contact Class Counsel at the following:

Bart D. Cohen BAILEY & GLASSER LLP 1622 Locust Street Philadelphia, PA 19103 (215) 274-9420 bcohen@baileyglasser.com	Benjamin F. Johns Shub & Johns LLC Four Tower Bridge 200 Barr Harbor Drive, Ste 400 Conshohocken, PA 19428 bjohns@shublawyers.com
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**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

**This Settlement affects your legal rights even if you do nothing.
Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.**

Attachment 4

Litigio de filtración de datos de Connexin

(Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum, N.º de caso 2:22-cv-04676-JDW, E.D. Pa.)

Aviso de la Conciliación de demanda colectiva del Incidente de seguridad de datos de Connexin

*Esta no es una solicitud de un abogado.
Lea este Aviso detenidamente y de forma completa.*

ESTE AVISO PUEDE AFECTAR SUS DERECHOS. LÉALO DETENIDAMENTE.

*Para una notificación en español, llame al 1-888-907-0837 o visite nuestro sitio web
www.ConnexinDataSettlement.com.*

- Se ha llegado a una Conciliación propuesta de una demanda colectiva que surge de un incidente de seguridad de datos con Connexin Software, Inc., que opera bajo la denominación comercial Office Practicum (“Connexin”). El 26 de agosto de 2022 o alrededor de esa fecha, Connexin descubrió que un delincuente amenazador externo pudo acceder a archivos almacenados en uno de los servidores de Connexin. En consecuencia, es posible que se haya accedido a la Información personal de individuos que son o fueron pacientes de consultorios pediátricos, empleados o están afiliados de otro modo con Connexin (el “Incidente de seguridad de datos”). La información personal afectada puede haber incluido nombres, números del seguro social, información clínica, información de recursos humanos, datos de remuneración, y otra información médica o de salud personal. Los Demandantes presentaron una demanda alegando que la seguridad de datos de Connexin era negligente y que de otro modo infringía la ley, lo que dio lugar al Incidente de seguridad de datos. Connexin impugna esas alegaciones. Los Demandantes y Connexin han llegado a un acuerdo para resolver esas reclamaciones. Si Connexin le notificó que su Información personal podría haberse visto vulnerada debido al Incidente de seguridad de datos de Connexin, usted está incluido en esta Conciliación como miembro del Grupo de demandantes de la Conciliación.
- En virtud de la Conciliación, Connexin ha acordado establecer un Fondo de la Conciliación de \$4,000,000.00 para (1) pagar tres (3) años de servicios ampliados de supervisión de fraude y robo de identidad y \$1 millón en seguros (“Servicios ampliados de supervisión de fraude y robo de identidad” o “EITFMS”); o (2) proporcionar un reembolso de hasta \$7,500.00 por Miembro del grupo de demandantes para los Miembros del grupo de demandantes que hayan incurrido en ciertas Pérdidas por gastos en efectivo (“Reembolso por pérdidas por gastos en efectivo”); o (3) proporcionar un Pago del fondo en efectivo *prorrataeado* a los Miembros del grupo de demandantes (“Pago en efectivo alternativo”). El fondo del acuerdo de conciliación también se utilizará para pagar los costos de la administración de dicho acuerdo, los pagos por servicios aprobados por el tribunal a los demandantes mencionados, y los costos y gastos de los honorarios. Además, Connexin ha acordado asumir ciertos compromisos de seguridad y cambios empresariales destinados a fortalecer la seguridad de datos y la información de Connexin durante un período de cuatro (4) años.
- Sus derechos legales se verán afectados ya sea que usted actúe o no. Debe leer todo este Aviso detenidamente.

SUS DERECHOS LEGALES Y OPCIONES EN ESTA CONCILIACIÓN:

FECHA LÍMITE PARA PRESENTAR UN FORMULARIO DE RECLAMACIÓN: 25 DE JULIO DE 2024	Presentar un Formulario de reclamación es la única manera en la que puede recibir cualquiera de los beneficios proporcionados por esta Conciliación, incluidos los Servicios ampliados de supervisión de fraude y robo de identidad, un Reembolso por pérdidas por gastos en efectivo o un Pago en efectivo alternativo. Si presenta un Formulario de reclamación, renunciará al derecho de demandar a eximidas y a determinadas Partes eximidas en una demanda por separado por las reclamaciones legales que resuelve esta Conciliación.
CÓMO EXCLUIRSE DE ESTA CONCILIACIÓN FECHA LÍMITE: 25 DE JUNIO DE 2024	Esta es la única opción que le permite iniciar, continuar o ser parte de otra demanda contra eximidas, o determinadas Partes eximidas (según lo definido en el Acuerdo de Conciliación), por las reclamaciones que resuelve esta Conciliación. Si usted se excluye, renunciará al derecho de recibir cualquier Beneficio de esta Conciliación.

Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.
¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.

OBJETAR O FORMULAR COMENTARIOS SOBRE LA CONCILIACIÓN FECHA LÍMITE: 25 DE JUNIO DE 2024	<p>Usted podrá objetar el Acuerdo de conciliación por escrito ante el Tribunal e informarle el motivo por el que considera que el Acuerdo de conciliación no debería aprobarse. De igual modo, usted quedará vinculado por el Acuerdo de conciliación si se aprueba, y no tendrá permitido excluirse.</p> <p>Si usted objeta, también puede presentar un Formulario de reclamación para recibir los Beneficios de la Conciliación, pero renunciará al derecho de demandar a Connexin y las Partes eximidas en una demanda por separado por las reclamaciones legales que resuelve esta Conciliación.</p>
ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL FECHA: 24 DE JULIO DE 2024	<p>Usted podrá asistir a la audiencia de aprobación definitiva en la que el Tribunal podrá escuchar argumentos sobre la aprobación del Acuerdo de conciliación. Si desea hablar en la audiencia de aprobación definitiva, debe hacer una solicitud en su objeción o comentario por escrito. Usted <u>no</u> está obligado a asistir a la audiencia de aprobación definitiva.</p>
NO HACER NADA	<p>Si no hace nada, no recibirá ninguno de los Beneficios de la Conciliación monetarios y renunciará a sus derechos de demandar a Connexin y a determinadas Partes eximidas por las reclamaciones que resuelve esta Conciliación.</p>

- Estos derechos y estas opciones, y **las fechas límite para ejercerlos**, se explican en este Aviso.
- El Tribunal a cargo de este caso todavía no se ha pronunciado respecto de la aprobación de la Conciliación. No se proporcionará ningún beneficio ni pago del Acuerdo hasta que el Tribunal apruebe dicho Acuerdo y este se considere definitivo.

INFORMACIÓN BÁSICA

1. ¿Por qué recibí esta Notificación?

Un tribunal autorizó este aviso porque usted tiene el derecho de conocer acerca del acuerdo de conciliación propuesto en esta demanda colectiva y sobre todos sus derechos y opciones antes de que el Tribunal decida si dará la aprobación definitiva del acuerdo de conciliación. En este aviso, se explican la demanda, el Acuerdo, sus derechos legales, los beneficios disponibles, quiénes reúnen los requisitos para recibirlos y cómo obtenerlos.

El caso se conoce como *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, N.º de caso 2:22-cv-04676-JDW, E.D. Pa. (la “Demandada”), en el Tribunal de Distrito de los Estados Unidos para el Distrito Este de Pensilvania. Las personas que presentaron esta demanda se denominan “Demandantes”, y la compañía a la que demandaron, Connexin Software, Inc. que opera bajo la denominación comercial Office Practicum, se denomina “Demandado”. Los demandantes y el demandado llegaron a este Acuerdo.

2. ¿De qué trata esta demanda?

El 26 de agosto de 2022 o alrededor de esa fecha, un delincuente amenazador externo accedió a archivos almacenados en uno de los servidores de Connexin. En consecuencia, es posible que se haya accedido a la Información personal de individuos que son o fueron pacientes de consultorios pediátricos, empleados o están afiliados de otro modo con Connexin. La información personal afectada puede haber incluido nombres, números del seguro social, información clínica y otra información médica o de salud personal. Después de llevar a cabo una investigación exhaustiva, Connexin comenzó a notificar a las personas sobre el Incidente de seguridad de datos en diciembre de 2022.

Los Demandantes reclaman que Connexin no protegió de forma adecuada su Información personal y que fueron perjudicados como consecuencia de esto. Connexin niega cualquier infracción y ningún tribunal ni ninguna otra entidad ha emitido un juicio ni otra determinación de ninguna infracción o de que se haya violado la ley. Al celebrar la Conciliación, Connexin no admite que haya actuado de manera indebida.

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3. ¿Por qué esta es una demanda colectiva?

En una demanda colectiva, una o más personas llamadas “representantes del grupo de demandantes” inician la demanda en nombre de todas las personas que tienen reclamaciones similares. Todas estas personas juntas se denominan “Demandra colectiva” o “Miembros del grupo de demandantes”. Un tribunal resuelve los asuntos para todos los Miembros del grupo de demandantes, excepto para aquellos miembros que se hayan excluido de la Demanda colectiva.

Los Representantes del grupo de demandantes en este caso son las Demandantes Kazandra Barletti, a título individual, como progenitor biológico y tutora de A.B. y C.B., menores; Andrew Recchilongo; Sharonda Livingston, a título individual, como progenitor biológico y tutor de K.J., menor; Bradley Hain, a título individual, como progenitor biológico y tutor de N.H. y T.H., menores; y Hailey Jowers.

4. ¿Por qué existe un acuerdo de conciliación?

Los Representantes del grupo de demandantes y Connexin no se ponen de acuerdo sobre las reclamaciones realizadas en esta Demanda. La Demanda no se elevó a juicio, y el Tribunal no ha tomado ninguna decisión a favor de los Representantes del grupo de demandantes ni de Connexin. En cambio, los Representantes del grupo de demandantes y Connexin han acordado conciliar la Demanda. Los Representantes del grupo de demandantes y los abogados del Grupo de demandantes (“Abogados del grupo de demandantes”) consideran que la Conciliación es lo mejor para todos los Miembros del grupo de demandantes debido a los riesgos y la incertidumbre asociados con la continuación del litigio y la naturaleza de las defensas emitidas por Connexin.

QUIÉNES ESTÁN INCLUIDOS EN EL ACUERDO

5. ¿Cómo sé si formo parte del Acuerdo?

El Tribunal determinó que todas las personas que se ajustan a la siguiente descripción son miembros del grupo de demandantes:

Las aproximadamente 3 millones de personas naturales cuya Información personal se vio comprometida en el Incidente de seguridad de datos. Si recibió la notificación de este acuerdo de conciliación por correo postal o electrónico, usted es miembro del grupo de demandantes y sus derechos legales se ven afectados por este acuerdo.

Si no recibió la notificación por correo postal o correo electrónico, o si tiene alguna duda sobre si usted es un miembro del grupo de demandantes, puede comunicarse con el administrador del acuerdo de conciliación.

6. ¿Existen excepciones para las personas incluidas como miembros del grupo de demandantes en el Acuerdo?

Sí, la Conciliación no incluye: (1) los Jueces que presiden la Demanda y los miembros de sus familias directas y personal; (2) Connexin, sus subsidiarias, compañías matrices, sucesores, antecesores, y cualquier entidad en la que Connexin o sus compañías matrices tengan una participación mayoritaria, y sus directivos y directores actuales o anteriores; (3) las personas físicas que realicen y presenten adecuadamente una Solicitud de exclusión antes del vencimiento del período de retirada; y (4) los sucesores o cesionarios de dichas personas excluidas.

7. ¿Qué hago si todavía no estoy seguro si formo parte del Acuerdo?

Si no está seguro de si es Miembro del grupo de demandantes, puede visitar el Sitio web de la Conciliación en www.ConnexinDataSettlement.com, o llamar al número gratuito del Administrador de la Conciliación al 1-888-907-0837.

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¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.

LOS BENEFICIOS DEL ACUERDO: QUÉ OBTENDRÁ SI REÚNE LOS REQUISITOS

8. ¿Qué proporciona el Acuerdo?

La Conciliación proporcionará a los Miembros del grupo de demandantes la oportunidad de seleccionar y presentar una reclamación por uno de los siguientes tres Beneficios de la Conciliación, que se describen más detalladamente a continuación:

- (A) tres (3) años de Servicios ampliados de supervisión de fraude y robo de identidad y \$1 millón en cobertura de seguro contra el robo de identidad (“EITFMA”);

O

- (B) un pago en efectivo de hasta \$7,500.00 para el reembolso de ciertas Pérdidas por gastos en efectivo que muy probablemente estén relacionadas con el Incidente de seguridad de datos de Connexin (“Reembolso por pérdidas por gastos en efectivo”);

O

- (C) pagos en efectivo alternativos por montos que se determinarán de acuerdo con los términos de la Sección 3.7 del Acuerdo de Conciliación. El monto de los Pagos del fondo en efectivo se desconoce en este momento, pero se calculará en función de cuántos Miembros del grupo de demandantes presenten reclamaciones válidas para EITFMS y para el Reembolso por pérdidas por gastos en efectivo.

Además, Connexin ha acordado tomar ciertas medidas correctivas y reforzar las medidas de seguridad como resultado de esta Demanda.

Revise cuidadosamente la Pregunta frecuente 9 para obtener más información sobre el orden en que se pagan los beneficios de conciliación del fondo del acuerdo de conciliación. Esta información adicional puede afectar su decisión sobre cuál de las tres opciones de beneficios de conciliación es la mejor opción para usted.

A. Servicios ampliados de supervisión de fraude y robo de identidad.

Puede presentar un Formulario de reclamación para recibir Servicios ampliados de supervisión de fraude y robo de identidad. Los Servicios ampliados de supervisión de fraude y robo de identidad proporcionan una forma de protegerse contra el uso no autorizado de su información personal. Si ya cuenta con servicios de supervisión crediticia, aún podrá solicitar esta protección adicional.

Los Servicios ampliados de supervisión de fraude y robo de identidad que se brindan en virtud de esta Conciliación se ofrecen por separado, y de forma adicional, a los servicios de supervisión crediticia y resolución de identidad que Connexin puede haberle ofrecido en respuesta al Incidente de seguridad de datos. Usted es elegible para hacer una reclamación de los Servicios ampliados de supervisión de fraude y robo de identidad que se ofrecen a través de esta Conciliación aunque no haya solicitado los servicios anteriores.

Los Servicios ampliados de supervisión de fraude y robo de identidad incluyen (i) hasta \$1 millón de cobertura de seguro contra el robo de identidad; y (ii) tres (3) años de supervisión de fraude y robo de identidad que proporcionan, entre otras cosas, una notificación de cambios en el perfil de crédito del Miembro del grupo de demandantes.

Para recibir los Servicios ampliados de supervisión de fraude y robo de identidad, debe presentar un Formulario de reclamación completado en el que elija recibir Servicios ampliados de supervisión de fraude y robo de identidad. No es necesario que proporcione documentos adicionales para esta reclamación, solo el número de ID del hogar y el PIN proporcionados en su aviso por correo postal.

B. Reembolso por pérdidas por gastos en efectivo.

Como alternativa a los Servicios ampliados de supervisión de fraude y robo de identidad, puede optar por presentar un Formulario de reclamación para el reembolso de ciertas Pérdidas por gastos en efectivo. Si ha gastado dinero para remediar o abordar el robo de identidad y fraude que lo más probable es que haya sido causado por el Incidente de seguridad de datos de Connexin o si gastó dinero para protegerse de futuros daños debido a tal Incidente de seguridad de datos de Connexin, puede presentar una reclamación de Pago por pérdidas por gastos en efectivo a modo de reembolso de hasta \$7,500.00 en Pérdidas documentadas.

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Las Pérdidas por gastos en efectivo consisten en pérdidas no reembolsadas incurridas el 26 de agosto de 2022 o después de esa fecha, que se relacionaron con el robo de identidad y fraude, y que lo más probable es que no sean causadas por el Incidente de seguridad de datos de Connexin, así como cualquier gasto relacionado con el Incidente de seguridad de datos de Connexin. Los ejemplos incluyen cargos telefónicos de larga distancia; minutos de teléfono móvil (si se cobran por minuto); cargos por uso de Internet (si se cobran por minuto o se incurren únicamente como resultado del Incidente de seguridad de los datos); costos de informes de crédito comprados entre el 26 de agosto de 2022 y la Fecha límite de reclamaciones; costos documentados pagados por servicios de supervisión crediticia y/o servicios de resolución de fraude adquiridos entre el 26 de agosto de 2022 y la Fecha límite de reclamaciones, siempre que proporcione una declaración jurada de que la supervisión o el servicio se adquirió principalmente debido al Incidente de seguridad de datos y no para otros fines; gastos documentados directamente asociados con el afrontamiento del robo de identidad o el fraude de identidad relacionados con el Incidente de seguridad de datos; otras pérdidas documentadas que muy probables estén relacionadas con el Incidente de seguridad de datos; y compensación por horas de tiempo perdido que se dediquen a abordar el Incidente de seguridad de datos a \$30/hora, hasta cinco (5) horas como máximo por Miembro del grupo de demandantes (“Tiempo perdido certificado”). Otras pérdidas o costos relacionados con el Incidente de seguridad de datos de Connexin que no sean reembolsables por el seguro también pueden ser elegibles a modo de reembolso. Para proteger el fondo del acuerdo de conciliación y las reclamaciones válidas, el administrador del acuerdo de conciliación examinará cuidadosamente todos los formularios de reclamación presentados que soliciten pagos relacionados con transacciones fraudulentas con tarjetas de crédito o débito.

Las Reclamaciones de Reembolso por pérdidas por gastos en efectivo deben estar respaldadas por la Documentación razonable. La Documentación razonable hace referencia a los documentos por escrito que respaldan su reclamación, como estados de cuenta de tarjeta de crédito, estados de cuenta bancarios, facturas, denuncias policiales, registros telefónicos y recibos. Las reclamaciones de reembolso por Tiempo perdido certificado deben estar respaldadas por una declaración jurada de casilla de verificación de que el tiempo reclamado se dedicó a abordar las consecuencias del Incidente de seguridad de datos.

Los pagos individuales por pérdidas documentadas se pueden reducir o aumentar según la cantidad de Miembros del grupo de demandantes que participen en el Acuerdo de conciliación.

Para recibir un Reembolso por pérdidas por gastos en efectivo, debe presentar un Formulario de reclamación completado en el que elija recibir un Reembolso por pérdidas por gastos en efectivo. Si presenta un Formulario de reclamación para un Reembolso por pérdidas por gastos en efectivo y el Administrador de la Conciliación lo rechaza, y usted no lo corrige y, de otro modo, no ha reclamado sus Servicios ampliados de supervisión de fraude y robo de identidad, su Formulario de reclamación se considerará una reclamación alternativa por un Pago en efectivo alternativo.

C. Alternativa de Pago en Efectivo.

Como alternativa a los Servicios ampliados de supervisión de fraude y robo de identidad o el Reembolso por pérdidas por gastos en efectivo, puede optar por recibir un pago en efectivo. Este es el “Pago en efectivo alternativo”. El monto del Pago en efectivo alternativo variará según la cantidad de reclamaciones válidas que se presenten. Para recibir un Pago en efectivo alternativo, debe presentar un Formulario de reclamación completado en el que elija recibir un Pago en efectivo alternativo. No es necesario que proporcione documentos adicionales para esta reclamación, solo el número de ID del hogar y el PIN proporcionados en su aviso por correo postal.

Usted no tiene la obligación de proporcionar la Documentación razonable junto con su Formulario de reclamación para recibir el Pago en efectivo alternativo. Los Pagos en efectivo alternativos individuales se pueden reducir o aumentar de forma prorrata (partes iguales) según la cantidad de Miembros del grupo de demandantes que participen en la Conciliación y el monto de dinero que permanezca en el Fondo de dinero en efectivo después de los pagos de otros Beneficios de la Conciliación y cargos con prioridad para el pago en virtud de la Conciliación. Consulte la Pregunta frecuente 9 a continuación.

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9. ¿Cómo se pagarán los beneficios del acuerdo de conciliación?

Antes de determinar qué opción de Beneficio de la Conciliación es la más adecuada para usted (seleccionar Servicios ampliados de supervisión de fraude y robo de identidad, un Reembolso por pérdidas por gastos en efectivo o un Pago en efectivo alternativo), es importante que comprenda cómo se realizarán los pagos de la Conciliación. Primero se pagarán los gastos administrativos por los costos de la administración de la conciliación. Luego, los honorarios y gastos de los Abogados del grupo de demandantes y las Adjudicaciones por servicios, según lo aprobado por el Tribunal, se deducirán del Fondo de la Conciliación antes de realizar pagos a los Miembros del grupo de demandantes. Los Abogados del grupo de demandantes solicitarán honorarios de abogados hasta un máximo del 33.33% del Fondo de la Conciliación de \$4,000,000.00 (es decir, \$1,333,333.33), costos y gastos razonables incurridos por los abogados para el Grupo de demandantes que no excedan los \$50,000 (denominados colectivamente como Adjudicación de honorarios y costos) y Adjudicaciones por servicios de hasta \$2,500.00 a cada uno de los Representantes del grupo de demandantes. El Tribunal puede adjudicar montos menores que estos. El resto del fondo del Acuerdo de conciliación se distribuirá en el siguiente orden:

1. Las reclamaciones por Servicios ampliados de supervisión de fraude y robo de identidad se pagarán primero.
2. Si queda dinero en el Fondo de la Conciliación después de pagar los Servicios ampliados de supervisión de fraude y robo de identidad, se pagará en segundo lugar el Reembolso por pérdidas por gastos en efectivo. Si el Administrador de la Conciliación rechaza su reclamación de Reembolso por pérdidas por gastos en efectivo y usted no lo rectifica, y no ha presentado de otro modo una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad, su reclamación de Reembolso por pérdidas por gastos en efectivo se considerará en su lugar una reclamación por un Pago en efectivo alternativo.
3. Pagos en efectivo alternativos aprobados. Si queda dinero en el Fondo de la Conciliación después de pagar las reclamaciones por Servicios ampliados de supervisión de fraude y robo de identidad y las reclamaciones por Pérdidas por gastos en efectivo, el monto restante del Fondo de la Conciliación se utilizará para crear un “Fondo neto de la Conciliación posterior a EITFMS/Reembolso”, que se utilizará para pagar todas las reclamaciones de Pagos en efectivo alternativos. El valor de los Pagos en efectivo alternativos se desconoce en este momento, pero se calculará restando del fondo del acuerdo de conciliación los importes pagados por reclamaciones válidas para Servicios ampliados de supervisión de fraude y robo de identidad y Reembolsos por pérdidas por gastos en efectivo, y después de que se deduzcan esos gastos, el Fondo neto de la Conciliación posterior a EITFMS/Reembolso se dividirá prorrteado con las personas con reclamaciones aprobadas para Pagos en efectivo alternativos.

10. Cuénteme más sobre los compromisos de seguridad de Connexin.

Como resultado de la Demanda, durante los próximos cuatro (4) años, Connexin ha acordado invertir en otros cambios empresariales destinados a fortalecer la seguridad de datos y la información de Connexin, que Connexin estima que costarán alrededor de \$1,500,000.00. Connexin acepta proporcionar a los Abogados del grupo de demandantes una verificación por escrito de que cumple con este párrafo antes de que la moción para la aprobación definitiva de la Conciliación deba presentarse ante el Tribunal.

11. ¿Cuál es el valor total del Acuerdo?

Sin tener en cuenta el costo de las medidas de seguridad mejoradas, la Conciliación proporciona un Fondo de la Conciliación de \$4,000,000.00 para el beneficio del Grupo de demandantes. Los costos y las adjudicaciones de honorarios aprobados por el Tribunal, las Adjudicaciones por servicios a los Representantes del grupo de demandantes, los Impuestos adeudados sobre cualquier interés devengado por el Fondo de la Conciliación, si es necesario, y cualquier gasto de administración de avisos y conciliación se pagarán del Fondo de la conciliación, y el saldo (“Fondo neto de la Conciliación”) se utilizará para pagar los Beneficios de la Conciliación mencionados anteriormente. Cualquier costo asociado con las medidas de seguridad correctivas y mejoradas de Connexin será pagado por Connexin, además del Fondo de la Conciliación.

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¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.

12. ¿A qué estoy renunciando para obtener un beneficio del Acuerdo o mantenerme en el grupo de demandantes?

A menos que se excluya, usted elige permanecer en el Grupo. Si el Acuerdo de conciliación se aprueba y pasa a ser definitivo, todas las órdenes del Tribunal le afectarán y estará legalmente obligado. No podrá iniciar una demanda, continuar una demanda ni ser parte de ninguna otra demanda contra Connexin y las Partes eximidas por los problemas legales de esta Demanda, resueltos mediante esta Conciliación, y eximidos por Acuerdo y exención de la Conciliación de demanda colectiva. Los derechos específicos a los que usted renuncia se denominan “Reclamaciones eximidas” (*consulte* la siguiente Pregunta Frecuente).

13. ¿Cuáles son las reclamaciones exentas?

A cambio de la Conciliación, los Miembros del grupo de demandantes acuerdan eximir a Connexin y sus respectivos predecesores, sucesores, cessionarios, casas matrices, subsidiarias, divisiones, filiales, departamentos, y a todos y cada uno de sus directivos, directores, empleados, titulares de acciones, accionistas, socios, empleados, agentes, sucesores, abogados, representantes, aseguradoras, reaseguradoras, subrogatarios y cessionarios anteriores, actuales y futuros de cualquiera de los anteriores (“Partes eximidas”) de cualquier reclamación, responsabilidad, derecho, demanda, pleito, obligación, daño, incluido cualquier daño consecuente, pérdida o costo, daño punitivo, honorario, costo y gasto de abogados, acción o causa de acción, de cualquier tipo o descripción, ya sean conocidos o desconocidos (tal y como el término “Reclamaciones desconocidas” se define en el Acuerdo de Conciliación), sospechoso o no sospechoso, reivindicado o no reivindicado, liquidado o no liquidado, legal, reglamentario o de equidad, es decir, que fue o podría haber sido reivindicado en nombre del Grupo de demandantes en relación con o emergente del Incidente de seguridad de datos, independientemente de si las reclamaciones o las causas de acción se basan en la legislación federal, estatal o local, estatutos, ordenanzas, regulaciones, contratos, derecho consuetudinario o cualquier otra fuente, e independientemente de si se prevén o no, si levantan sospecha o no, o son fijos o contingentes, que surjan de, o se relacionen o conecten de alguna manera con las reclamaciones o causas de acción de cualquier tipo y descripción que se iniciaron, alegaron, argumentaron, plantearon o afirmaron en cualquier alegato o presentación judicial en la Demanda (“Reclamaciones eximidas”).

Los Representantes del grupo de demandantes y todos los Miembros del grupo de demandantes, en su nombre, en nombre de sus herederos, cessionarios, ejecutores, administradores, predecesores y sucesores, y cualquier otra persona que pretenda reclamar en su nombre, eximir y hacer un descargo por todas las Reclamaciones eximidas, incluidas las Reclamaciones desconocidas, contra cada una de las Partes eximidas y acuerdan abstenerse de iniciar, dirigir o mantener cualquier litigio, asunto impugnado, procedimiento adversario o procedimiento diverso contra cada una de las Partes eximidas que se relacione con el Incidente de seguridad de datos o que surja de los mismos hechos y circunstancias establecidos en la Reclamación de demanda colectiva consolidada en esta Demanda. Este Acuerdo de conciliación exime las reclamaciones solo contra las Partes exoneradas. Este Acuerdo de conciliación no exime, y las partes en este Acuerdo de conciliación no tienen la intención de eximir, a un tercero no identificado de cualquier reclamación en su contra.

Se brinda más información en el Acuerdo y exención de la Conciliación de demanda colectiva, que se encuentra disponible en www.ConnexinDataSettlement.com.

CÓMO OBTENER LOS BENEFICIOS DEL ACUERDO: PRESENTACIÓN DE UN FORMULARIO DE RECLAMACIÓN

14. ¿Cómo realzo una reclamación de los beneficios del Acuerdo?

Debe completar y presentar un Formulario de reclamación a más tardar el **25 de julio de 2024**. Los Formularios de reclamación podrán presentarse en línea en www.ConnexinDataSettlement.com o bien, imprimirse desde el sitio web y enviarse por correo postal al Administrador de la Conciliación a la dirección indicada en el formulario. Los Formularios de reclamación también están disponibles llamando al 1-888-907-0837 o escribiendo a Connexin Data Breach Settlement Administrator, P.O. Box 5735, Portland, OR 97228-5735. La forma más rápida de presentar una reclamación es en línea.

Si recibió un Aviso por correo postal, utilice su número de ID del hogar y PIN para presentar su Formulario de reclamación. Si perdió o no conoce su número de ID del hogar y PIN, visite el Sitio web de la Conciliación www.ConnexinDataSettlement.com para imprimir un Formulario de reclamación o llame al 1-888-907-0837 para que le envíen por correo postal un Formulario de reclamación.

**Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.
¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.**

Puede presentar una reclamación ya sea por (a) un Reembolso por pérdidas por gastos en efectivo O (b) Servicios ampliados de supervisión de fraude y robo de identidad, O (c) un Pago en efectivo alternativo presentando un Formulario de reclamación en el Sitio web de la Conciliación, o descargando, imprimiendo y completando un Formulario de reclamación, y enviándolo por correo postal al Administrador de la Conciliación. Usted solamente puede seleccionar una forma de compensación para el Acuerdo.

15. ¿Cómo realizo una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad?

Para presentar una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad, debe presentar un Formulario de reclamación válido en el que elija recibir Servicios ampliados de supervisión de fraude y robo de identidad. Para presentar una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad, puede completar un Formulario de reclamación en el Sitio web de la conciliación o imprimir y enviar por correo postal un Formulario de reclamación completado al Administrador de la Conciliación con fecha de franqueo postal a más tardar el **25 de julio de 2024**.

Las instrucciones para completar una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad se incluyen en el Formulario de reclamación. Puede acceder al Formulario de reclamación en www.ConnexinDataSettlement.com.

La fecha límite para presentar una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad es el **25 de julio de 2024**. Las reclamaciones deben presentarse o matasellarse si se envían por correo postal antes de esta fecha límite.

16. ¿Cómo realizo una reclamación por Reembolso por pérdidas por gastos en efectivo?

Para presentar una reclamación de un Reembolso por pérdidas por gastos en efectivo de hasta \$7,500.00 para el reembolso de ciertas Pérdidas documentadas, debe presentar un Formularios de reclamación válido en el que elija recibir un Reembolso por pérdidas por gastos en efectivo. Para presentar una reclamación por un Reembolso por pérdidas por gastos en efectivo, puede completar un Formulario de reclamación en el Sitio web de la Conciliación o imprimir y enviar por correo postal un Formulario de reclamación completado al Administrador de la Conciliación, con fecha de franqueo postal a más tardar el **25 de julio de 2024**.

El Formulario de reclamación exige que usted firme la certificación sobre la información que brindó y que incluya Documentación razonable, como estados de cuenta de tarjeta de crédito, estados de cuenta bancarios, facturas, denuncias policiales, registros telefónicos y recibos.

Si el Administrador de la Conciliación rechaza su reclamación de Reembolso por pérdidas por gastos en efectivo y usted no lo rectifica, y no ha presentado de otro modo una reclamación por Servicios ampliados de supervisión de fraude y robo de identidad, su reclamación de Reembolso por pérdidas por gastos en efectivo se considerará en su lugar una reclamación por un Pago en efectivo alternativo.

Las instrucciones para presentar una reclamación por Pérdidas en efectivo se incluyen en el Formulario de reclamación. Puede acceder al Formulario de reclamación en www.ConnexinDataSettlement.com.

La fecha límite para presentar una reclamación por un Reembolso por pérdidas por gastos en efectivo es el **25 de julio de 2024**. Las reclamaciones deben presentarse (o matasellarse si se envían por correo postal) antes de esta fecha límite.

17. ¿Cómo puedo realizar una reclamación de un Pago en efectivo alternativo?

Para presentar una reclamación de un Pago en efectivo alternativo, debe presentar un Formulario de reclamación válido en el que elija recibir un Pago en efectivo alternativo. Para presentar una reclamación por un Pago en efectivo alternativo, puede completar un Formulario de reclamación en el Sitio web de la Conciliación o imprimir y enviar por correo postal un Formulario de reclamación completado al Administrador de la Conciliación con fecha de franqueo postal a más tardar el **25 de julio de 2024**.

Si desea recibir su pago a través de opciones de método de pago digital en lugar de un cheque, simplemente proporcione su dirección de correo electrónico (opcional). Cualquier persona que presente una reclamación válida para un Pago en efectivo alternativo y no elija recibir el pago a través de un método de pago digital, recibirá su pago a través de un cheque regular enviado a través del correo postal de los EE. UU.

Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.

¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.

Las instrucciones para presentar una reclamación por un Pago en efectivo alternativo se incluyen en el Formulario de reclamación. Puede acceder al Formulario de reclamación en www.ConnexinDataSettlement.com.

La fecha límite para presentar una reclamación de Pago en efectivo alternativo es el **25 de julio de 2024**. Las reclamaciones deben presentarse o matasellarse si se envían por correo postal antes de esta fecha límite.

18. ¿Qué sucede si mi información de contacto cambia después de que presento una reclamación?

Si usted cambia su dirección postal o dirección de correo electrónico después de presentar un Formulario de Reclamación, es su responsabilidad comunicarle al Administrador de la Conciliación su información actualizada. Deberá notificar al Administrador de la Conciliación cualquier cambio por escrito a la siguiente dirección:

Connexin Data Breach Settlement
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

19. ¿Cuándo y cómo recibiré los beneficios del acuerdo de conciliación que reclamo de la conciliación?

Si presenta una reclamación válida por los Servicios ampliados de supervisión de fraude y robo de identidad, el Administrador de la Conciliación le enviará información sobre cómo activar la supervisión crediticia una vez que la Conciliación sea definitiva.

El pago de reclamaciones válidas por un Pago en efectivo alternativo o un Reembolso por pérdidas por gastos en efectivo será proporcionado por el Administrador de la Conciliación después de que la Conciliación sea aprobada y pase a ser definitiva. Puede optar por recibir el pago de las reclamaciones válidas por un Pago en efectivo alternativo o un Reembolso por pérdidas por gastos en efectivo a través de PayPal, Venmo o un pago digital en lugar de un cheque, enviando su dirección de correo electrónico con su Formulario de reclamación. Cualquier persona que no elija recibir el pago a través de un método pago digital recibirá su pago a través de un cheque normal enviado a través del correo postal de los EE. UU.

El proceso de apelación puede llevar tiempo. Tenga paciencia y consulte www.ConnexinDataSettlement.com para conocer las actualizaciones.

20. ¿Qué ocurre si queda un remanente de dinero una vez que se paguen todas las reclamaciones de la conciliación?

Ninguna parte del dinero del Fondo de la Conciliación de \$4,000,000.00 será reintegrada a Connexin una vez que la Conciliación sea aprobada y haya pasado a ser definitiva. Todo dinero que quede en el Fondo de la Conciliación después de 120 días de la distribución de los pagos a los Miembros del grupo de demandantes se distribuirá de forma prorrataeada (partes iguales) entre todos los Miembros del grupo de demandantes con reclamaciones aprobadas para Pagos en efectivo alternativos, que hayan cobrado o depositado su cheque inicial o hayan recibido dinero de la Conciliación a través de medios digitales, siempre y cuando el monto de pago promedio sea de \$3.00 o más. Si no hay suficiente dinero para proporcionarles a los miembros del grupo de demandantes con un pago adicional de \$3.00, y si es posible, el fondo neto del acuerdo de conciliación restante se distribuirá a un destinatario sin fines de lucro acordado por las partes y aprobado por el Tribunal.

LOS ABOGADOS QUE LO REPRESENTAN

21. ¿Tengo un abogado en este caso?

Sí, el Tribunal ha designado a Benjamin F. Johns de Johns of Shub & Johns LLC, y a Bart D. Cohen de Bailey & Glasser LLP como Abogados del grupo de demandantes para representarle a usted y al Grupo de demandantes a los efectos de esta Conciliación. Usted puede contratar a su propio abogado bajo su propio costo si desea que otra persona que no sean los abogados de la demanda colectiva lo represente en esta demanda.

Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.

¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.

22. ¿Cómo se les pagará a los abogados de la demanda colectiva?

El Abogado del grupo de demandantes presentará una moción en la que le solicitará al Tribunal que le adjudique honorarios de abogados de hasta un máximo del 33.33% del Fondo de la Conciliación de \$4,000,000.00 (es decir, \$1,333,333.33), más el reembolso de sus costos y gastos razonables (mencionados colectivamente como “Adjudicación de honorarios y costos”). También le solicitarán al Tribunal que apruebe un monto de \$2,500.00 en concepto de Adjudicaciones por servicios para cada uno de los Representantes del grupo de demandantes por su participación en esta Demanda y por sus esfuerzos por lograr la Conciliación. Si se aprueban, estos montos se deducirán del fondo del Acuerdo de conciliación antes de efectuar los pagos a los Miembros del grupo de demandantes. El Tribunal puede adjudicar montos menores que estos.

La solicitud de los Abogados del grupo de demandantes de sus gastos y honorarios y de las Adjudicaciones por servicios estará a disposición en el Sitio web de la Conciliación en www.ConnexinDataSettlement.com antes del plazo para que usted comente u objete la Conciliación.

EXCLUIRSE DE LA CONCILIACIÓN

Si es un Miembro del grupo de demandantes y desea conservar cualquier derecho que pueda tener de iniciar la demanda o continuar la demanda a Connexin y/o a las Partes eximidas por su cuenta según las reclamaciones resultantes de esta Demanda o resueltos por las Reclamaciones eximidas, debe seguir los pasos para retirarse de la Conciliación. Esto se conoce cómo excluirse u “optar por no formar parte” del Acuerdo.

23. ¿Cómo me excluyo del Acuerdo?

Para excluirse del acuerdo, debe completar y firmar una Solicitud de exclusión. La Solicitud de exclusión debe estar por escrito e identificar el nombre del caso *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, N.º de caso 2:22-cv-04676-JDW, E.D. Pa.; indicar el nombre, la dirección y el número de teléfono y la ID del hogar del/de los Miembro(s) del grupo de demandantes que buscan la exclusión; y también debe contener una declaración que diga “Por la presente solicito/solicitamos ser excluido(s) del Grupo de la Conciliación en *Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum*, N.º de caso 2:22-cv-04676-JDW, E.D. Pa.” La Solicitud de exclusión debe tener matasellos o haber sido recibida por el Administrador de la Conciliación en la siguiente dirección antes del **25 de junio de 2024**:

Connexin Data Breach Settlement
Settlement Administrator
P.O. Box 5735
Portland, OR 97228-5735

No puede excluirse por teléfono o por correo electrónico.

24. Si me excluyo, ¿puedo aún recibir los Servicios ampliados de supervisión de fraude y robo de Identidad o un Pago de la Conciliación como parte de esta conciliación de demanda colectiva?

No. Al excluirse, usted le indica al Tribunal que no quiere formar parte del Acuerdo de conciliación. Solo puede obtener Servicios ampliados de supervisión de fraude y robo de identidad, un Reembolso por pérdidas por gastos en efectivo o un Pago en efectivo alternativo si permanece en la Conciliación y presenta un Formulario de reclamación válido.

25. Si no me excluyo, ¿puedo entablar una demanda contra Connexin por los mismos motivos en el futuro?

No. A menos que solicite ser excluido, renuncia al derecho de demandar a Connexin y a las Partes eximidas por las reclamaciones que resuelve esta Conciliación. Usted debe solicitar ser excluido de esta Demanda para poder iniciar su propia demanda o continuar la demanda o ser parte de cualquier otra demanda contra Connexin o cualquiera de las Partes eximidas. Si usted tiene una demanda en curso, hable de inmediato con el abogado que lo representa en ese caso.

**Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.
¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.**

OBJETAR O FORMULAR COMENTARIOS SOBRE LA CONCILIACIÓN

26. ¿Cómo le informo al Tribunal que no estoy conforme con el Acuerdo?

Usted puede solicitarle al Tribunal que rechace la aprobación de la Conciliación al presentar una objeción. No puede pedirle al Tribunal que ordene una conciliación diferente; el Tribunal solo puede aprobar o rechazar dicho Acuerdo de conciliación. Si el Tribunal rechaza la aprobación, no se enviarán los pagos del Acuerdo de conciliación y la demanda continuará. Si eso es lo que usted desea que pase, debe objetar.

Toda objeción a la Conciliación propuesta debe estar por escrito. Si presenta una objeción escrita en forma oportuna, puede presentarse, aunque no está obligado a hacerlo, ante la audiencia de aprobación definitiva, en persona o ser representado por su propio abogado. Si comparece a través de su propio abogado, usted es responsable de la contratación y el pago de los honorarios de ese abogado. Todas las objeciones por escrito y los documentos de apoyo deben (a) indicar el nombre completo, la dirección postal actual y el número de teléfono del Miembro del grupo de demandantes; (b) incluir pruebas de que el Miembro del grupo de demandantes es miembro del Grupo de demandantes de la Conciliación (p. ej., una copia del Aviso de la Conciliación, una copia del aviso original del Incidente de seguridad de datos); (c) identificar los fundamentos fácticos y legales específicos de la objeción; (d) identificar a todos los abogados que representan al Miembro del grupo de demandantes, si lo hubiera; (e) incluir una lista, incluido el nombre del caso, el tribunal y el número de expediente, de todos los demás casos en los que el objetor y/o el abogado del objetor hayan presentado una objeción a cualquier conciliación de demanda colectiva propuesta en los últimos cinco (5) años; y (f) contener una declaración respecto a si el Miembro del grupo de demandantes (o el abogado de su elección) tiene la intención de comparecer en la Audiencia de aprobación definitiva. Todas las objeciones deben presentarse al Administrador de la Conciliación, al Abogado del grupo de demandantes que se identifica a continuación y al Tribunal, ya sea por correo postal o presentándolas en persona en el Tribunal. Todas las objeciones deben presentarse al Tribunal ya sea enviándolas por correo postal a: Secretario, Tribunal de Distrito de los Estados Unidos para el Distrito Este de Pennsylvania, 601 Market Street, Philadelphia, PA 19106, o presentando objeciones electrónicamente a través del sistema de Presentación electrónica de reclamaciones del tribunal o presentándolas en persona ante el Tribunal o con fecha de franqueo postal a más tardar el **25 de junio de 2024**.

27. ¿Cuál es la diferencia entre presentar una objeción y solicitar la exclusión?

Objetar es decirle al Tribunal que no le gusta algo sobre la Conciliación. Puede presentar una objeción solo si permanece en el Grupo (es decir, si no se excluye). Solicitar la exclusión es informarle al Tribunal que no desea ser parte del Grupo ni del Acuerdo de conciliación. Si se excluye, no puede objetar el Acuerdo, porque este ya no le afectaría.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA

28. ¿Cuándo y dónde decidirá el Tribunal si aprueba el Acuerdo?

El Tribunal celebrará una Audiencia de aprobación definitiva el **24 de julio de 2024, a las 10:00 a.m.** ante el Honorable Joshua D. Wolson, Tribunal de Distrito de los Estados Unidos para el Distrito Este de Pennsylvania, 601 Market Street, Philadelphia, PA 19106.

La fecha y la hora de la audiencia de aprobación definitiva están sujetas a cambios sin previo aviso al Grupo de demandantes de la conciliación. Los Miembros del grupo de demandantes deben consultar el Sitio web de la Conciliación o consultar la Pregunta frecuente 32 para confirmar si la fecha de la Audiencia de aprobación definitiva ha cambiado. Tenga en cuenta que la audiencia puede celebrarse por teléfono o videoconferencia. Todos los detalles sobre la audiencia de aprobación definitiva se publicarán en el sitio web del Acuerdo de conciliación.

En esta audiencia, el Tribunal evaluará si el Acuerdo de conciliación es justo, razonable y adecuado, y decidirá si aprobará el Acuerdo de conciliación, la solicitud de los costos y adjudicaciones de honorarios de los Abogados del grupo de demandantes, y las gratificaciones a los Representantes del grupo de demandantes. Si existen objeciones, el Tribunal las evaluará. El tribunal también escuchará a las personas que hayan solicitado hablar en la audiencia.

Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.

¿Tiene alguna pregunta? Visite www.ConnexInDataSettlement.com o llame al 1-888-907-0837.

29. ¿Tengo que asistir a la audiencia de aprobación definitiva?

No. Los abogados del grupo de demandantes responderán todas las preguntas que el tribunal pudiera tener. Sin embargo, puede asistir por su cuenta si lo desea. Si envía una objeción, no es necesario que asista al Tribunal para hablar al respecto. Siempre y cuando envíe por correo postal su objeción por escrito y oportunamente, el Tribunal la considerará.

30. ¿Puedo hablar en la audiencia de aprobación definitiva?

Sí. Si desea asistir y hablar en la Audiencia de aprobación definitiva, debe indicar esto en su objeción por escrito (*consulte la Pregunta frecuente 26*). Su objeción debe indicar que es su intención comparecer ante la audiencia de aprobación definitiva y debe identificar a todos los testigos que pueda llamar a atestiguar o los anexos que desea adjuntar a las pruebas en esta audiencia de aprobación definitiva. Si tiene planeado que su abogado hable por usted en la audiencia de aprobación definitiva, su objeción también debe incluir el nombre, la dirección y el número de teléfono de su abogado.

SI DECIDE NO HACER NADA

31. ¿Qué sucede si no hago nada al respecto?

Si es miembro del grupo de demandantes y no hace nada, no obtendrá ningún beneficio del Acuerdo. También renunciará a determinados derechos, incluido su derecho a iniciar una demanda, continuar una demanda o ser parte de cualquier otra demanda contra Connexin o cualquiera de las Partes eximidas respecto de problemas legales en esta Demanda y resueltos mediante el Acuerdo de Conciliación.

CÓMO OBTENER MÁS INFORMACIÓN

32. ¿Cómo puedo obtener más información?

Este Aviso resume la Conciliación propuesta. Para conocer los términos y condiciones precisos de la Conciliación, consulte el Acuerdo de Conciliación disponible en www.ConnexinDataSettlement.com, o comuníquese con los Abogados del grupo de demandantes (véase a continuación).

Si tiene alguna pregunta sobre el Acuerdo propuesto o sobre cualquier aspecto de este aviso, puede comunicarse con los abogados de la demanda colectiva en:

Bart D. Cohen BAILEY & GLASSER LLP 1622 Locust Street Philadelphia, PA 19103 (215) 274-9420 bcohen@baileyglasser.com	Benjamin F. Johns Shub & Johns LLC Four Tower Bridge 200 Barr Harbor Drive, Ste 400 Conshohocken, PA 19428 bjohns@shublawyers.com
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NO SE COMUNIQUE CON EL TRIBUNAL O LA OFICINA DEL SECRETARIO PARA CONSULTAR SOBRE ESTA CONCILIACIÓN O EL PROCESO DE RECLAMACIÓN.

**Esta Conciliación afecta sus derechos legales incluso si no toma ninguna medida.
¿Tiene alguna pregunta? Visite www.ConnexinDataSettlement.com o llame al 1-888-907-0837.**

Attachment 5

CLAIM FORM FOR CONNEXIN DATA SECURITY INCIDENT BENEFITS

*Connexin Data Security Incident Litigation,
(Barletti, et al. v. Connexin Software, Inc. d/b/a Office Practicum, Case No. 2:22-cv-04676-JDW, E.D. Pa.)*

USE THIS FORM TO MAKE A CLAIM FOR EXPANDED IDENTITY THEFT AND FRAUD MONITORING SERVICES; FOR A DOCUMENTED LOSS PAYMENT; OR FOR AN ALTERNATIVE CASH FUND PAYMENT.

Para una notificación en Español, llamar 1-888-907-0837 o visitar nuestro sitio web www.ConnexinDataSettlement.com.

The DEADLINE to submit this Claim Form is postmarked: July 25, 2024.

I. GENERAL INSTRUCTIONS

If you are an individual who was notified that you are a Class Member of a Settlement that was reached as a result of a data security incident that occurred when personal information on a computer server of Connexin Software, Inc. d/b/a Office Practicum (“Connexin”) was accessed by a third party actor (the “Data Security Incident”), you are a Class Member.

As a Class Member, you are eligible to make a claim for **one of the following three options:**

- (1) Three (3) years of Expanded Identity Theft and Fraud Monitoring Services and \$1 million in insurance (“EITFMS”);

OR

- (2) up to a \$7,500 cash payment for reimbursement of certain Out-of-Pocket Losses that are more likely than not a result of the Connexin Data Security Incident (“Reimbursement for Out-of-Pocket Losses”);

OR

- (3) a pro rata Cash Fund Payment, the amount of which will depend on the number of Class Members who participate in the Settlement and submit valid claims for EITFMS and Documented Loss Payments.

The Expanded Identity Theft and Fraud Monitoring Services will include the following services, among others: (i) up to \$1,000,000 of identity theft insurance coverage; and (ii) three (3) years of credit monitoring providing, among other things, notice of changes to the Class Member’s credit profile. If you already subscribed to credit monitoring services through a previous offer of credit monitoring from Connexin, or from another provider obtained as a result of the breach, you will be entitled to the additional monitoring for no additional charge.

Cash Fund Payments may be reduced or increased *pro rata* (equal share) depending on how many Class Members submit claims. Complete information about the Settlement and its benefits are available at www.ConnexinDataSettlement.com.

Please complete this Claim Form on behalf of the individual who received a notification from Connexin. If you are the parent or guardian of a minor who received a notification, please complete the form, including the Claimant Information, using the minor’s personal information.

This Claim Form may be submitted online at www.ConnexinDataSettlement.com or completed and mailed to the address below. Please type or legibly print all requested information, in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

Connexin Data Breach Settlement
Settlement Administrator
PO Box 5735
Portland, OR 97228-5735

Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.

II. CLAIMANT INFORMATION

The Settlement Administrator will use this information for all communications regarding this Claim Form and the Settlement. If this information changes prior to distribution of cash payments and Expanded Identity Theft and Fraud Monitoring Services, you must notify the Settlement Administrator in writing at the address above.

First Name

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MI

Last Name

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Please check this box if you are a parent or guardian submitting this claim on behalf of a minor.

Parent or Guardian Name if submitting this claim on behalf of a minor.

Parent/Guardian First Name

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MI

Parent/Guardian Last Name

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Mailing Address, Line 1: Street Address/P.O. Box

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Mailing Address, Line 2:

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City:

State:

Zip Code:

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Cellular Telephone Number

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Home Telephone Number

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Email Address

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Household ID Number Provided on Postcard Notice

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You may select ONE of the following options:

III. EXPANDED IDENTITY THEFT AND FRAUD MONITORING SERVICES

- If you wish to receive Expanded Identity Theft and Fraud Monitoring Services, you must check off the box for this section, provide your email address in the space provided in Section II, above, complete Section VI, and return this Claim Form. Submitting this Claim Form will not automatically enroll you into Expanded Identity Theft and Fraud Monitoring Services. To enroll, you must follow the instructions sent to your email address after the Settlement is approved and becomes final (the "Effective Date"). You do not need to submit any additional documents if you are electing this category, so long as you provide your Household ID Number that was provided on your postcard notice.

OR

IV. REIMBURSEMENT FOR OUT-OF-POCKET LOSSES

- Please check off the box for this section if you are electing to seek reimbursement for up to \$7,500 of certain Documented Losses you incurred that are more likely than not related to the Connexin Data Security Incident. Documented Losses include unreimbursed losses and consequential expenses that are more likely than not related to the Connexin Data Security Incident and incurred on or after August 26, 2022.

In order to make a claim for a Documented Loss Payment, **you must** (i) fill out the information below and/or on a separate sheet submitted with this Claim Form; (ii) sign the attestation at the end of this Claim Form (section VI); and (iii) include Reasonable Documentation supporting each claimed cost along with this Claim Form. To be reimbursed, Documented Losses need to be deemed more likely than not related to the Connexin Data Security Incident by the Settlement Administrator based on the documentation you provide and the facts of the Connexin Data Security Incident. **Failure to meet the requirements of this section may result in your claim being rejected by the Settlement Administrator.**

If you do not submit Reasonable Documentation supporting a Documented Loss Payment claim, or your claim for a Documented Loss Payment is rejected by the Settlement Administrator for any reason and you do not cure the defect, your claim will be considered for a Cash Fund Payment.

Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.

Cost Type (Fill all that apply)	Approximate Date of Loss	Amount of Loss	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Long distance telephone charges	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Example: Account statement with charges highlighted</i>
Cell phone minutes (if charged by the minute)	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Example: Account statement with charges highlighted</i>
Internet usage charges (if either charged by the minute or incurred solely as a result of the Data Security Incident)	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Example: Account statement with charges highlighted</i>
Cost of credit reports purchased between August 26, 2022 and the Claims Deadline	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Examples: Notices or account statements reflecting payment for a credit report</i>
Credit monitoring that was ordered after August 26, 2022 through the date on which the Expanded Identity Theft and Fraud Monitoring Services become available through this Settlement	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Example: Receipts or account statements reflecting purchases made for Expanded Identity Theft and Fraud Monitoring Services</i>
Documented expenses directly associated with identity theft or identity fraud related to the Data Security Incident	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Example: Account statements or reports reflecting unreimbursed fraudulent charges or correspondence from financial institution declining to reimburse fraudulent charges</i>
Other (provide detailed description)	[] - [] - [] (mm/dd/yy)	\$ [] • []	<i>Please provide detailed description below or in a separate document submitted with this Claim Form:</i> _____ _____

Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.

- If you wish to receive reimbursement for compensable lost time dealing with the Data Security Incident at the rate of \$30/hour, you must check off the box for this section and select the amount of time you spent and provide a brief description of the time spent.

1 hour 2 hours 3 hours 4 hours 5 hours

Detailed Description of Time Spent and/or Documented Losses:

- Check this box to attest that the time claimed was spent dealing with the aftermath of the Data Security Incident.

OR

V. ALTERNATIVE CASH PAYMENT

- If you wish to receive an Alternative Cash Payment, you must check off the box for this section, complete Section VI, and then simply return this Claim Form. You do not need to submit any additional documents if you are electing this category, so long as you provide your Household ID Number that was provided on your postcard notice.

If you make a claim for payment on this Claim Form, and if your claim and the Settlement are finally approved, an email will be sent from noreply@epiqpay.com to the email address you provided on this Claim Form, prompting you to elect your method of payment. Popular electronic payment options such as Venmo and PayPal will be available, or you can elect a check. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, the Settlement Administrator will send you a check to your physical address on file.

VI. CERTIFICATION

By submitting this Claim Form, I certify that I am eligible to make a claim in this settlement and that the information provided in this Claim Form and any attachments are true and correct. I declare under penalty of perjury under the laws of the Commonwealth of Pennsylvania that the foregoing is true and correct. I understand that this claim may be subject to audit, verification, and Court review and that the Settlement Administrator may require supplementation of this Claim or additional information from me. I also understand that all claim payments are subject to the availability of settlement funds and may be reduced in part or in whole, depending on the type of claim and the determinations of the Settlement Administrator.

For more information about the study, please contact the study team at 1-800-258-4929 or visit www.cancer.gov.

Signature

Date: MM - DD - YYYY

For more information about the study, please contact the study team at 1-800-258-4929 or visit www.cancer.gov.

Print Name

Questions? Go to www.ConnexinDataSettlement.com or call 1-888-907-0837.

EXHIBIT 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KAZANDRA BARLETTI, individually, as natural parent and next friend of A.B. and C.B., minors; ANDREW RECCHIONGO; SHARONDA LIVINGSTON, individually, as natural parent and next friend of K.J., a minor; BRADLEY HAIN, individually, as natural parent and next friend of N.H. and T.H., minors; and HAILEY JOWERS, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

CONNEXIN SOFTWARE, INC. d/b/a
OFFICE PRACTICUM,

Defendant.

Case No. 2:22-cv-04676-JDW

CLASS ACTION

JURY TRIAL DEMANDED

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

The undersigned, appointed Class Counsel declare under oath as follows:

1. Class Counsel are adults with personal knowledge of the facts stated herein, and are competent to so testify. Benjamin F. Johns, a partner of Shub & Johns LLC, and Bart D. Cohen, Of Counsel at Bailey & Glasser, LLP, are Class Counsel for Plaintiffs in this action. Class Counsel are members in good standing of the bar of the Commonwealth of Pennsylvania, and the bar of this District.

2. This Declaration is submitted in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement, filed contemporaneously herewith. Class Counsel make the following declaration based upon their own personal knowledge that the following statements are true. If called upon as witnesses, Class Counsel could and would competently testify as follows.

3. Class Counsel thoroughly investigated the Data Security Incident and Connexin prior to filing the initial Complaint.¹

4. Plaintiffs issued written discovery requests to Connexin, issued subpoenas to 20 pediatric practices whose patients and their guardians were affected by the Data Security Incident, and issued additional subpoenas to Connexin vendors and other Connexin associates who were referenced in Connexin's discovery responses.

5. Those efforts resulted in the creation of a document database of documents comprised of over 35,000 pages and over 200 native files. Class Counsel reviewed those documents in the course of preparing for a comprehensive Rule 30(b)(6) deposition, pursuant to which Connexin produced two witnesses. Plaintiffs subsequently deposed five additional Connexin witnesses, including Connexin's former Chief Executive Officer.

6. In October 2023, Connexin issued requests for production, interrogatories, and requests for admissions. Plaintiffs responded to that discovery promptly, and Connexin took the depositions of all Plaintiffs in late October and early November 2023.

7. In advance of mediation before Hon. Diane M. Welsh (Ret.) of JAMS, Connexin produced financial records it had not previously produced, including spreadsheets it prepared specifically for the mediation. The Parties exchanged mediation statements on November 8, 2023.

8. On November 13, 2023, the Parties held a mediation with Hon. Diane M. Welsh (Ret.) of JAMS. Over the course of subsequent weeks, Plaintiffs engaged a financial research

¹ Capitalized terms shall have the same meaning as assigned to them in the Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Benjamin F. Johns in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement. See ECF No. 85-2 (Declaration), 85-3 (Settlement Agreement).

firm to assess Connexin's ability to fund a settlement. Connexin produced additional financial information pursuant to the firm's requests. The parties settled the case in principle on December 22, 2024, signed a term sheet on January 19, 2024, and signed the Settlement Agreement on February 14, 2024.

9. On February 14, 2024, Plaintiffs filed an Unopposed Motion for Preliminary Approval of Class Action Settlement, which the Court granted on March 13, 2024.

10. At this stage of the proceedings, and after exchanging substantial discovery, the Parties have a clear view of the strengths and weaknesses of their respective positions.

11. Nothing has changed in terms of the circumstances that compelled the Court to preliminarily approve the Settlement since the time the preliminary approval order was entered. The Settlement remains fair, reasonable, and adequate, and final settlement approval should be granted.

12. The Settlement Administrator has advised us that, as of June 4, 2024, it had received claims for 26,513 Class Members. The claims process is ongoing, and the Parties expect the submission of numerous additional claims by the July 25, 2024 Claims Deadline.

13. Only one purported Class Member has objected to the Settlement. Only eight Class Members have opted out of the Settlement. None of the Class Members who opted out of the Settlement expressed any dissatisfaction with its terms. The deadline for both objections and opt-outs is June 25, 2024.

14. Class Counsel regularly engage in major complex litigation and have extensive experience in consumer class actions that are similar in size, scope, and complexity to this case. They and their respective firms are routinely appointed as class counsel in complex, multiparty litigation—including in data privacy litigation—and their firms have a long record of obtaining

class relief through approved settlements or, when necessary, trial. Based on this experience, Class Counsel believe in the fairness and adequacy of the benefits conferred upon the Class as a result of the Settlement.

The undersigned Class Counsel hereby certify that the foregoing is true and correct.

Executed at Drexel Hill, Pennsylvania on June 11, 2024.



Benjamin F. Johns

Executed at Philadelphia, Pennsylvania on June 11, 2024.



Bart D. Cohen