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15
16 **UNITED STATES DISTRICT COURT FOR THE**
17 **NORTHERN DISTRICT OF CALIFORNIA**
SAN JOSE DIVISION

18 STEVEN ROBERT PRESCOTT, DONOVAN
19 MARSHALL, MARIA CHRISTINE
20 ANELLO, DARLENE KITTREDGE,
21 TREAHANNA CLEMMONS, and SUSAN
22 ELIZABETH GRACIALE,
23 individually and on behalf of others similarly
24 situated,

Plaintiffs,

23 v.

24 RECKITT BENCKISER LLC,

25 Defendant.
26
27
28

Case No.: 5:20-cv-02101-BLF

**PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL AND TO
DIRECT NOTICE OF SETTLEMENT**

Date: September 14, 2023

Time: 9:00 AM

Judge: Hon. Beth L. Freeman

NOTICE OF MOTION AND MOTION

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PLEASE TAKE NOTICE THAT on September 14, 2023, at 9:00 a.m., or as soon thereafter as counsel may be heard, Plaintiffs will and hereby do respectfully move the Court, before the Honorable Beth Labson Freeman of the United States District Court for the Northern District of California, for an order preliminarily approving the proposed class action settlement and approving the manner and form of class notice.

This motion is based on the notice of motion and motion for preliminary approval, the following memorandum of points and authorities, the attached declarations and exhibits, and any other matters in the record or that properly come before the Court.

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The parties have finalized a proposed class settlement that is ready to undergo the court-approval process. As the Court may recall from earlier proceedings, this suit pertains to Defendant Reckitt Benckiser LLC’s (“Reckitt”) sale of Woolite Gentle Cycle and Darks laundry detergent with labels bearing the phrases “Color Renew” and/or “revives colors.” Plaintiffs allege that Reckitt’s color revival representation is false and deceptive because Woolite laundry detergent does not renew or revive color in clothing. In July 2021, this Court certified three classes of California, New York, and Massachusetts purchasers.

While Plaintiffs believe both the facts and the law ultimately favored their position, the proposed settlement is poised to deliver meaningful relief without requiring further delay and expense. The settlement provides a \$3.275 million **non-reversionary** cash fund from Reckitt. This is an exceptionally strong result for the class given that Plaintiffs’ expert estimated that price premium damages for all three classes would total \$3.7 million. From the Plaintiffs’ perspective, this settlement provides strong value to the class in exchange for its release of claims and is thus worthy of the Court’s approval. In support of this motion, Plaintiffs attach a copy of the parties’ settlement agreement, including exhibits. *See* Declaration of Eric Kafka, Exhibit 1 (the “Settlement”). For the reasons discussed in this motion, Plaintiffs respectfully request that the Court preliminarily approve the settlement, direct notice to the class, appoint Class Counsel under Rule 23(g), and set a schedule for final approval.

FACTUAL BACKGROUND AND HISTORY OF THE LITIGATION

1
2 This case arises from Plaintiffs’ and Class Members’ purchase of Woolite Gentle Cycle or
3 Darks laundry detergent with labels bearing the phrases “Color Renew” and/or “revives colors.”
4 Plaintiffs allege that Reckitt’s color revival representation is false and deceptive because Woolite
5 laundry detergent does not renew or revive color in clothing. *See e.g.*, ECF No. 110-2 at 7:1-20.
6 Plaintiffs allege that Reckitt’s color revival representation caused Plaintiffs and Class Members to
7 pay a price premium for Woolite laundry detergent. *See e.g.*, ECF No. 91 ¶ 5.

8 For almost three years, this case has been fiercely contested. Over the last three years, the
9 parties submitted briefing on Reckitt’s motion to dismiss, completed extensive fact discovery,
10 submitted briefing on class certification, completed extensive expert discovery (where eight
11 experts submitted reports and were deposited), and submitted briefing on summary judgment. When
12 the parties agreed to settle the case on March 15, 2023, the case was less than five months away
13 from its August 7, 2023 trial date.

14 This action was initiated by Plaintiff Steven Prescott when filed the complaint on March
15 26, 2020. ECF No. 1. On May 26, 2020, Defendant filed a motion to dismiss Plaintiff Prescott’s
16 amended complaint. ECF No. 26. On December 3, 2020, the Court granted, in part, and denied, in
17 part, Defendant’s the motion to dismiss. ECF No. 70. The Court permitted Prescott to proceed with
18 his claims for (1) violation of California’s Unfair Competition Law (“UCL”), (2) violation of
19 California’s Consumer Legal Remedies Act (“CLRA”), and (3) California Quasi-Contract Claim
20 for Restitution.

21 In March 2021, Plaintiffs filed a Second Amended Complaint, adding seven additional
22 named plaintiffs and three new states. ECF No. 91. After two of the plaintiffs voluntarily dismissed
23 their claims, the case proceeded with six Class Representatives (Steven Prescott, Donovan
24 Marshall, Christine Anello, Darlene Kittredge, Treahanna Clemmons, and Susan Graciale) on
25 behalf of three proposed state classes: California, New York, and Massachusetts.

26 The parties engaged in fact discovery. To prepare class members’ claims for certification
27 and trial, Plaintiffs’ counsel reviewed more than 18,000 pages of Reckitt’s documents, deposited 4
28

1 Reckitt employees, served three sets of interrogatories, and obtained documents through two third-
2 party subpoenas. Kafka Decl. ¶ 4. The six named plaintiffs all sat for lengthy depositions and
3 responded to Reckitt’s requests for production. *Id.* ¶ 20. During discovery, the parties engaged in
4 many meet-and-confer discussions. *Id.* ¶ 4. Through those efforts, they were able to resolve a great
5 number of issues, but ultimately briefed 5 discovery disputes before Magistrate Judge Virginia K.
6 DeMarchi. ECF Nos. 54, 55, 72, 101, and 102.

7 The parties also completed extensive expert discovery. Plaintiffs submitted reports from
8 three experts: a chemist, an economist, and a marketing expert. Kafka Decl. ¶ 5. Plaintiffs relied
9 on this expert evidence in support of class certification and in opposition to summary judgment.
10 In response, Reckitt submitted expert reports from two chemists, an economist, and two marketing
11 experts. *Id.* The parties deposed all eight experts, and Plaintiffs’ expert economist was deposed
12 twice. *Id.*

13 In November 2021, Plaintiffs moved for class certification on behalf of three statewide
14 classes for California, New York, and Massachusetts. ECF No. 111. In moving for certification
15 Plaintiffs marshalled the evidence from the extensive factual record, submitting more than 40
16 exhibits to the Court. After holding a hearing, in July 2022, the Court certified Plaintiffs’ three
17 proposed classes:

18 (a) California Class: All residents of California who purchased Woolite laundry detergent
19 with a label bearing the phrases “Color Renew” and/or “revives colors” from February
20 1, 2017 to the present.

21 (b) New York Class: All residents of New York who purchased Woolite laundry detergent
22 with a label bearing the phrases “Color Renew” and/or “revives colors” from February
23 22, 2018 to the present.

24 (c) Massachusetts Class: All residents of New York who purchased Woolite laundry
25 detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from
26 February 22, 2017 to the present.

27 ECF No. 143 at 22-23. The Court appointed Steven Prescott, Donovan Marshall, Treahanna
28 Clemmons, Maria Christine Anello, Darlene Kittredge, and Susan Graciale as class

1 representatives. *Id.* at 23. The Court also appointed Eric Kafka of Cohen Milstein Sellers & Toll
2 as class counsel for the Classes. *Id.* at 23.

3 On January 13, 2023, Defendant filed a motion for summary judgment and to exclude the
4 opinions of Plaintiffs’ marketing expert. ECF No. 156. In February 2023, the parties completed
5 briefing on Defendant’s summary judgment motion.

6 In February and March 2023, as they were preparing for the hearing on Defendant’s motion
7 for summary judgement, the parties engaged in intensified settlement discussions. Kafka Decl. ¶
8 12. The parties’ efforts built off their prior mediation sessions in July 2021 and March 2022 with
9 the Honorable Laurel Beeler. *Id.* On March 15, 2023, the parties reached an agreement in principle
10 to the material terms of a classwide settlement that fully resolves this litigation. ECF No. 170.

11 The parties have since prepared the formal settlement agreement now before the Court,
12 which involved efforts to finalize the terms of the agreement, develop a notice and distribution
13 plan, and prepare and finalize the agreement’s exhibits and this motion. Plaintiffs also retained the
14 services of an experienced settlement administrator, Epiq Class Action & Claims Solutions, Inc.
15 (“Epiq”) after soliciting competing bids from three potential administrators. Kafka Decl. ¶ 16.
16 With the help of Epiq, the Plaintiffs developed a notice and funds-distribution plan, which is
17 incorporated into the settlement agreement and detailed below.

18
19 **OVERVIEW OF THE SETTLEMENT**

20 **I. THE PROPOSED SETTLEMENT CLASSES**

21 The settlement contemplates certification of the following settlement classes:

- 22
23 (a) California Class: “All residents of California who purchased Woolite laundry detergent
24 with a label bearing the phrases “Color Renew” and/or “revives colors” from February
25 1, 2017 to May 1, 2023.”
- 26 (b) New York Class: “All residents of New York who purchased Woolite laundry detergent
27 with a label bearing the phrases “Color Renew” and/or “revives colors” from February
28 22, 2018 to May 1, 2023.”

1 (c) Massachusetts Class: “All residents of Massachusetts who purchased Woolite laundry
 2 detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from
 3 February 22, 2017 to May 1, 2023.”¹

4 Kafka Declaration, Ex. 1 (the “Settlement”), Section II.V.

5 The Northern District’s preliminary approval guidelines direct settling parties to explain
 6 whether there are differences between the settlement class and the certified class (if a class has
 7 been certified).² Here, the class membership of the certified class and settlement class is identical.
 8 However, there is a minor wording difference between the settlement class definition and certified
 9 class definition. The class period end date for the certified class is “the present,” while the class
 10 period end date for the settlement class is May 1, 2023. The parties believe that using a specific
 11 date (May 1, 2023) rather than “to the present” will be more understandable to potential class
 12 members. In any event, the membership of the certified class and settlement class is co-extensive:
 13 Reckitt did not sell any bottles of Woolite with labels bearing the phrases “color renew” or “revives
 14 colors” after June 2021. Kafka Decl. ¶ 15. Thus, the number of class members is the same
 15 regardless of whether the class period end date is May 1, 2023 or “the present.”

16 II. NON-REVERSIONARY SETTLEMENT FUND

17 The parties’ proposed settlement will deliver a settlement fund in the amount of
 18 \$3,275,000.00. Kafka Decl., Ex. 1, Section IV.A. The settlement fund is **non-reversionary**. Kafka
 19 Decl., Ex. 1, Section IV. Thus, any residual or unclaimed money in the settlement funds in the
 20 settlement fund will not be returned to Reckitt. *Id.*, Section IX.L. To distribute that fund among
 21 the members of the class, the parties have devised a plan of allocation that will pay class members
 22 on a *pro rata* basis based on the number of eligible Woolite laundry detergent bottles they
 23

24 ¹ Excluded from the Settlement Class are: (a) Reckitt, any entity in which Reckitt has a
 25 controlling interest, Reckitt’s officers, directors, legal representatives, successors, subsidiaries and
 26 assigns; (b) any judge, justice or judicial officer presiding over this action or settlement
 27 conferences and the members of their immediate families and staff; (c) any person who timely and
 properly excludes himself or herself from the Settlement Class in accordance with Section VII(B)
 of this Agreement or as approved by the Court. Settlement, Section II.V.

28 ² See N.D. Cal., *Proc. Guidance for Class Action Sett.* § 1.a.

1 purchased. *Id.*, Section IX.J. The settlement fund will also cover all costs associated with the
 2 settlement administration and class notice, attorneys’ fees and litigation-cost reimbursements, and
 3 plaintiff service awards. *Id.*, Section IV.A.1.

4 To assist in administering the claims process (and in administering the settlement
 5 generally), Plaintiffs have retained the services of Epiq. Before selecting Epiq as the notice
 6 administrator, Plaintiffs first received bids from three experienced and qualified administrators.
 7 Kafka Decl. ¶ 16. Plaintiffs’ counsel selected Epiq because, in Plaintiffs’ counsel’s judgment, Epiq
 8 was offering the best practicable notice plan tailored to the specific needs of this case at a
 9 reasonable price point. *Id.* ¶ 17. Epiq also utilizes extensive data security and privacy safeguards
 10 for class member data. Declaration of Cameron Azari (“Azari Decl.”) ¶¶ 10-16. And, Epiq
 11 maintains adequate insurance in case of errors. Azari Decl. ¶ 10.

12 In the last two years, Cohen Milstein has worked with Epiq as the notice administrator
 13 and/or settlement administrator in 11 matters where Cohen Milstein served as class counsel. Kafka
 14 Decl. ¶ 17. The quality of Epiq’s work in those matters further supported its selection here. *Id.*

15 **III. THE SCOPE OF CLASS MEMBERS’ RELEASE OF CLAIMS**

16 In exchange for the benefits provided under the settlement, the Plaintiffs and settlement
 17 class members will provide a release of claims against Reckitt and its parents, subsidiaries,
 18 predecessors, successors, suppliers, retailers, and customers. Settlement, Section II.S.³

19 The release is limited to claims “relating to the labeling, advertising and marketing of the
 20 Product and allegations that the Product caused fading or that otherwise relates in any way to
 21 Reckitt’s claims that Woolite laundry detergent renews or revives color in clothing, brings the
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23
 24
 25 ³ The released persons are fully defined in the settlement agreement as, “Reckitt and each
 26 of its current and former parents, subsidiaries, divisions, departments, affiliates and controlled
 27 companies both inside and outside of the United States, predecessors, and successors, suppliers,
 28 third-party retailers, customers, and assigns, including the present and former directors, officers,
 employees, shareholders, agents, insurers, partners, privies, representatives, attorneys,
 accountants, and all persons acting by, through, under the direction of, or in concert with them.”
 Kafka Decl. Ex. 1., Section II.S.

1 color back to clothing, used a Color Renew logo, and/or referred to ‘Color Renew.’” Settlement,
2 Section II.R.⁴

3 The Northern District’s guidelines ask the parties to address whether the claims to be
4 released differ from the claims in the operative claims. *See* N.D. Cal, Proc. Guidance for Class
5 Action Sett. § 1.b. Here, the parties do not seek to release any claims other than those that were
6 (or could have been) pleaded based on the facts alleged by Plaintiffs during the litigation. Such a
7 release is appropriate, and typical. *See Hesse v. Sprint Corp.*, 598 F.3d 581, 590 (9th Cir. 2010).

8 **IV. ATTORNEYS’ FEES, COST REIMBURSEMENTS, AND SERVICE AWARDS**

9
10 Class Counsel have yet to be compensated for their litigation efforts. Having litigated the
11 case for three years, while advancing hundreds of thousands of dollars in litigation expenses on
12 behalf of the class, Class Counsel will file a motion at final approval requesting that the Court
13 approve an award of 30% of the fund (\$982,500.00) to pay their attorneys’ fees. In addition, Class
14 Counsel intends to seek reimbursement of their expenses incurred to prosecute this case. To date,
15 Class Counsel has incurred approximately \$350,000.00 in expenses. Kafka Decl. ¶ 19.

16 Plaintiffs will provide additional detail, consistent with Rule 23(h), when they file their
17 formal fee motion. In that motion, Plaintiffs’ counsel will provide a more thorough description of
18 their efforts during the litigation, a more detailed accounting of their litigation costs, and cite

19 ⁴ The released claims are fully defined in the settlement agreement as, “any claim, cross-
20 claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or
21 cost, attorneys’ fee or expense, action, or cause of every kind and description that any Plaintiff,
22 the Settlement Class or any member thereof had or have, including assigned claims, whether in
23 arbitration, administrative, or judicial proceedings, whether as individual claims, claims asserted
24 on a class basis or on behalf of the general public, whether known or unknown, asserted or
25 unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have
26 been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement
27 Class either in the Action or in any proceeding in any other court or forum, regardless of legal
28 theory or the law under which such action may be brought, and regardless of the type or amount
of relief or damages claimed, against any of the Released Persons relating to the labeling,
advertising and marketing of the Product and allegations that the Product caused fading or that
otherwise relates in any way to Reckitt’s claims that Woolite laundry detergent renews or revives
color in clothing, brings the color back to clothing, used a Color Renew logo, and/or referred to
‘Color Renew.’ However, this release does not include claims for personal injuries or damage to
property other than clothing.” Settlement, Section II.R.

1 authority for the reasonableness of the requested payment. While Plaintiffs will provide more
2 detail with their formal fee motion, per the Northern District's guidelines Plaintiffs also provide
3 the following lodestar information now: Over the past three years, Plaintiffs' counsel have devoted
4 about 3,888 hours to this case; they have not been compensated for any of that time or effort to
5 date; and their lodestar using their typical hourly billing rates totals \$2,408,500.00. Kafka Decl. ¶
6 18. Class Counsel anticipate their lodestar will increase over the coming months, as they prepare
7 a final approval motion, a formal application for their fees and costs, and as they work with the
8 settlement administrator, Reckitt, and class members to implement the settlement.

9 Plaintiffs also intend to ask the Court to award the class representatives service awards of
10 \$10,000 each to recognize the time, effort, and expense they incurred pursuing claims against
11 Reckitt, which benefitted the entire class. While Plaintiffs will provide more detail with their
12 formal fee motion, Plaintiffs note that the six class representatives all devoted substantial time and
13 resources to prosecuting the case for the class's benefit. The class representatives all responded to
14 discovery requests, sat for lengthy depositions, and participated in the mediation process. Kafka
15 Decl. ¶ 20.

16 **THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT AND**
17 **DIRECT NOTICE TO THE SETTLEMENT CLASS**

18 Pursuant to Rule 23, "The court must direct notice [of the proposed settlement] in a
19 reasonable manner to all class members who would be bound by the proposal if giving notice is
20 justified by the parties' showing that the court will likely be able to: (i) approve the proposal
21 under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R.
22 Civ. P. 23(e)(1)(B).

23 Below, Plaintiffs detail why this motion should be granted and notice should be sent to the
24 settlement class. In short, the settlement is poised to provide a strong monetary recovery to the
25 class, making the settlement fair, reasonable, and adequate, and thus worthy of the Court's
26 approval. And certification of the class for settlement purposes is appropriate under both Rule
27 23(a) and Rule 23(b)(3).
28

1 **I. THE PROPOSED SETTLEMENT MERITS APPROVAL**

2 Rule 23 provides a checklist of factors to consider when assessing whether a proposed
3 settlement is fair, reasonable, and adequate. See Fed. R. Civ. P. 23(e)(2).

4 Below, Plaintiffs analyze each of the Rule 23(e)(2) factors in turn, and do so bearing in
5 mind the Ninth Circuit’s recent admonition that the key “underlying question remains this: Is the
6 settlement fair?” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs, & Prod. Liab. Litig.*, 895
7 F.3d 597, 611 (9th Cir. 2018); accord Fed. R. Civ. P. 23(e)(2) advisory committee’s note (2018)
8 (“The central concern in reviewing a proposed class-action settlement is that it be fair, reasonable,
9 and adequate.”). As will be discussed, the settlement is fair, and the Rule 23(e)(2) factors weigh
10 in favor of approving it.

11 **A. Plaintiffs and their counsel have adequately represented the class.**

12 Under Rule 23(e)(2)(A), the first factor to be considered is the adequacy of representation
13 by the class representatives and attorneys. As an initial matter, in its order granting class
14 certification, the Court already found that the class representatives and class counsel were
15 adequate. ECF No. 143 at 14:24-15:5. The Court appointed the six named Plaintiffs as class
16 representatives and appointed Eric Kafka of Cohen Milstein Sellers & Toll PLLC as class counsel.
17 ECF No. 143 at 23.

18 The class representatives continue to be adequate representatives because they have
19 diligently represented the class. The class representatives all responded to discovery requests, sat
20 for lengthy depositions, and participated in the mediation process. Kafka Decl. ¶ 20. Throughout
21 this case, they have remained in contact with Plaintiffs’ counsel, stayed apprised of the litigation,
22 and have acted with the interests of the class in mind.

23 Plaintiffs’ counsel has also continued to adequately represent the class. Plaintiffs’ counsel
24 vigorously prosecuted this case, briefing successful motions to defeat Reckitt’s motion to dismiss
25 and to certify a litigation class. Kafka Decl. ¶ 4. Plaintiffs’ counsel also briefed Reckitt’s motion
26 for summary judgment (which the Court never ruled upon). *Id.* ¶ 10. Plaintiffs’ counsel completed
27 fact and expert discovery, conducting 20 depositions, reviewing more than 18,000 pages of
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1 documents, and submitting three expert reports. *Id.* ¶ 4. As part of these efforts, Class Counsel
2 have advanced approximately \$350,000.00 in litigation expenses on behalf of the class, with no
3 assurance that those expenses would be reimbursed. *Id.* ¶ 19.

4 Finally, Class Counsel have successfully litigated many prior class actions involving
5 consumer protection claims, successfully resolving many of those in this district, and have brought
6 that experience and knowledge to bear on behalf of the class. Kafka Decl. ¶ 2.

7 **B. The parties negotiated the proposed settlement at arm’s length.**

8 The second Rule 23(e)(2) factor asks the Court to confirm that the proposed settlement was
9 negotiated at arm’s length. Fed. R. Civ. P. 23(e)(2)(B). As with the preceding factor, this can be
10 “described as [a] ‘procedural’ concern[], looking to the conduct of the litigation and of the
11 negotiations leading up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(A) and (B) advisory
12 committee’s note (2018).

13 There are multiple indicia here of the arm’s length nature of the negotiations. First, the
14 parties did not settle the case until they had completed fact and expert discovery, the Court had
15 denied Reckitt’s motion to dismiss and certified a class, and the parties were less than 5 months
16 from trial. This is indicia of arm’s length negotiations. *See Wannemacher v. Carrington Mortg.*
17 *Servs., LLC*, No. 12-cv-2016, 2014 WL 12586117, at *8 (C.D. Cal. Dec. 22, 2014) (finding no
18 signs of collusion where “significant ... discovery [was] conducted”; “plaintiffs had already
19 drafted a class certification brief”; and before “exploring settlement, the parties litigated the case
20 for a year”).

21 Second, the Settlement provides for a non-reversionary fund where unclaimed portions will
22 never go back to Reckitt. The Ninth Circuit has warned that a “reversion clause can be a tipoff that
23 class counsel have allowed pursuit of their own self-interests and that of certain class members to
24 infect the negotiations.” *In re Volkswagen “Clean Diesel” Mktg., Sales Pracs., & Prod. Liab. Litig.*,
25 895 F.3d 597, 612 (9th Cir. 2018) (internal citations omitted). Here, the Court can be particularly
26 confident of the arm’s length nature of the parties’ settlement negotiations because the parties
27 agreed to a non-reversionary fund.

1 **C. The quality of relief to the class weighs in favor of approval.**

2 The third factor to be considered is whether “the relief provided for the class is adequate,
3 taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any
4 proposed method of distributing relief to the class, including the method of processing class-
5 member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of
6 payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P.
7 23(e)(2)(C). Under this factor, the relief “to class members is a central concern.” Fed. R. Civ. P.
8 23(e)(2)(C) and (D) advisory committee’s note (2018); *In re Volkswagen*, 895 F.3d at 611 (the
9 “factors and warning signs” identified in *Bluetooth* “are just guideposts”; the focus is fairness).

10 **1. The settlement provides strong relief for the class.**

11 The relief to be provided to the settlement class is exceptionally strong. The \$3,275,000
12 settlement fund is a considerable amount given that Plaintiffs’ expert estimated that price premium
13 damages for all three classes would total \$3.7 million. Kafka Decl. ¶¶ 6,14.

14 Plaintiffs have no reservation in recommending that the Court approve this settlement on
15 behalf of the class. In other class cases, courts have recognized that a recovery of 20-40% of what
16 could be potentially recovered at trial easily justifies compromising the class’s claims through
17 settlement rather than bearing additional risk and delay through continued litigation. *See, e.g.,*
18 *Messineo v. Ocwen Loan Servicing, LLC*, No. 15-CV-02076-BLF, 2017 WL 733219, at *5 (N.D.
19 Cal. Feb. 24, 2017) (citing *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998))
20 (“it is well-settled law that a proposed settlement may be acceptable even though it amounts to
21 only a fraction of the potential recovery that might be available to the class members at trial,” and
22 noting that this District has approved settlements valued at 14% and 13.6% of the maximum
23 recovery); *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (upholding class
24 settlement valued at 10 to 30% of total damages); *In re Chrysler-Dodge-Jeep Ecodiesel Mktg.,*
25 *Sales Pracs. & Prods. Liab. Litig.*, 2019 WL 536661, at *9 (N.D. Cal. Feb. 11, 2019) (granting
26 preliminary approval of settlement that, with 100% claims rate, would deliver 33% of primary
27 damages estimate); *Hayes v. MagnaChip Semiconductor Corp.*, 2016 WL 6902856, at *2 (N.D.
28

1 Cal. Nov. 21, 2016) (granting final approval of “Settlement Amount [that] represents 15 percent
2 of Plaintiffs’ likely recovery at trial if they were to prevail”).

3 **2. Continued litigation would entail substantial cost, risk, and delay.**

4 Almost all class actions involve high levels of cost, risk, and lengthy duration, which
5 supports the Ninth Circuit’s “strong judicial policy that favors settlements, particularly where
6 complex class action litigation is concerned.” *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,
7 1238 (9th Cir. 1998) (internal citations omitted). Here, had the parties not settled, the litigation
8 would have been risky, protracted, and costly.

9 While Plaintiffs believe that they have a strong case, they faced many risks. First, Reckitt’s
10 summary judgment motion was still pending before the Court. ECF No. 156. If Reckitt’s summary
11 judgment motion were granted, it would have resolved the entire case in Reckitt’s favor, leaving
12 the class with no relief.

13 Second, trial is always risky. Here, Plaintiffs’ success at trial depended on Plaintiffs
14 convincing the finder of fact (the jury) to side with Plaintiffs on multiple contentious factual
15 disputes. Plaintiffs would have to had persuaded the jury that: (a) Woolite’s color renew/revive
16 representation is false or misleading, (b) that the color renew/revive claim is material to a
17 reasonable consumer, and (c) that the color renew/revive representation caused class members to
18 suffer damages. Reckitt had also submitted reports from five experts who supported Reckitt’s
19 positions on these factual disputes. Kafka Decl. ¶ 5. While Plaintiffs’ experts conducted rigorous
20 analyses, Plaintiffs’ expert opinions would have all been attacked at trial by Reckitt’s experts. For
21 example, Reckitt’s experts criticized (a) the methodology used by Plaintiffs’ expert chemist to test
22 whether Woolite renews or revives colors in clothing, (b) the studies that Plaintiffs’ marketing
23 expert relied upon to opine that the color renew/revive claim is material, and (c) the methodology
24 that Plaintiffs’ damages expert used to calculate damages. *Id.* ¶ 7.

25 Of course, even if Plaintiffs prevailed on each of these issues through trial, an appeal would
26 likely follow, taking another two-plus years to resolve. At best, a class recovery would come by
27 perhaps 2025 or 2026. So, while there were reasonable prospects for a somewhat greater recovery
28

1 following a trial and appeals, that victory would have entailed substantial risk, cost, and delay. All
2 of these considerations favor settlement; the class will receive meaningful relief now—not years
3 down the road, assuming they prevailed at all.

4 **3. The proposed award of attorneys’ fees also support approval.**

5 Nothing about the proposed award of attorneys’ fees should detract from the fairness of the
6 settlement. As noted above, Plaintiffs are seeking compensation for their counsel from the
7 settlement fund, which necessarily entails a fee award that is proportional to the class’s recovery.
8 Furthermore, counsel will have a “negative” multiplier, being compensated for only 41% of their
9 lodestar in this action. Plaintiffs’ fee request is modest given the strong recovery for the class and
10 the amount of work done by Plaintiffs’ counsel. *See Sadowska v. Volkswagen Grp. of Am., Inc.*,
11 2013 WL 9600948, at *9 (C.D. Cal. Sept. 25, 2013) (“Multipliers can range from 2 to 4 or even
12 higher.”); *Steiner v. Am. Broad. Co.*, 248 F. App’x 780, 783 (9th Cir. 2007) (approving 6.85
13 multiplier and stating that “still falls well within the range of multipliers that courts have allowed”).
14 The proposed award is thus appropriate, which Plaintiffs will detail further when they file their
15 Rule 23(h) motion for attorneys’ fees.

16 **4. The parties have no other agreements pertaining to the settlement.**

17 Courts also must evaluate any agreement made in connection with the proposed settlement.
18 See Fed. R. Civ. P. 23(e)(2)(C)(iv), (e)(3). Here, the settlement agreement before the Court is the
19 only extant agreement. Kafka Decl. ¶ 13.

20 **D. The settlement treats all settlement class members equitably.**

21 The final Rule 23(e)(2) factor turns on whether the proposed settlement “treats class
22 members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could
23 include whether the apportionment of relief among class members takes appropriate account of
24 differences among their claims, and whether the scope of the release may affect class members in
25 different ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(D) advisory
26 committee’s note (2018).
27
28

1 Here, the settlement treats all class members the same, paying all class members on a *pro*
2 *rata* basis based on the number of eligible Woolite laundry detergent bottles they purchased *See*,
3 *e.g.*, *Altamirano v. Shaw Indus., Inc.*, No. 13-cv-00939, 2015 WL 4512372, at *8 (N.D. Cal. July
4 24, 2015) (finding no preferential treatment because the settlement “compensates class members
5 in a manner generally proportionate to the harm they suffered on account of [the] alleged
6 misconduct”).

7 Finally, though the class representatives will receive additional money in the form of
8 service awards, the extra payments are in recognition for the service they performed on behalf of
9 the class, and the Ninth Circuit has approved such awards. *Harris v. Vector Mktg. Corp.*, No. 08-
10 cv-5198 EMC, 2012 WL 381202, at *6 (N.D. Cal. Feb. 6, 2012) (“It is well-established in this
11 circuit that named plaintiffs in a class action are eligible for reasonable incentive payments, also
12 known as service awards. In fact, the Ninth Circuit recently noted that incentive payments to
13 named plaintiffs have become ‘fairly typical’ in class actions.”); *see also Boyd v. Bank of Am.*
14 *Corp.*, No. 13-cv-0561-DOC, 2014 WL 6473804, at *7 (C.D. Cal. Nov. 18, 2014) (citing *Staton*
15 *v. Boeing Co.*, 327 F.3d 938, 976-77 (9th Cir. 2003)). The proposed awards here are commensurate
16 with work conducted by the named Plaintiffs in this case. Kafka Decl. ¶ 20.

17 *****

18 For all these reasons, the proposed settlement merits approval.

19 **THE SETTLEMENT PROVIDES THE BEST NOTICE PRACTICABLE**

20 Before approving a class settlement, “[t]he court must direct notice in a reasonable manner
21 to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Where
22 the settlement class is certified under Rule 23(b)(3), the notice must also be the “best notice that
23 is practicable under the circumstances, including individual notice to all members who can be
24 identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B).

25 Rule 23 was amended in 2018 “to recognize contemporary methods of giving notice to
26 class members,” doing away with the interpretation that the Rule required notice “by first class
27

1 mail.” Fed. R. Civ. P. 23(c)(2) advisory committee’s note (2018). The rule recognized that
2 “electronic methods of notice” are permissible. *Id.*

3 Here, Epiq will use a digital/internet notice program. Azari Decl. ¶ 18. The proposed notice
4 plan will reach at least 70% of the Settlement Class. *Id.* That reach will be further enhanced by
5 internet sponsored search listings, an informational release, a Settlement Website, and newspaper
6 notice, which are not included in the reach calculation. *Id.* Epiq designed the notice plan to reach
7 the greatest practicable number of members of the Settlement Class. *Id.* Because there is no
8 customer contact information for purchasers of Woolite laundry detergent, direct notice cannot be
9 provided to the class. Based on Epiq’s experience, the notice plan is the best notice practicable
10 under the circumstances of this case. *Id.* Plaintiffs thus request that the Court approve this notice
11 plan as the best practicable under the circumstances.

12 Based on Epiq’s experience handling similar consumer class action settlements, Epiq
13 estimates that approximately 100,000 valid claims will be filed by Settlement Class Members.
14 Azari Decl. ¶ 43. For this estimate, Epiq relied on three comparable settlements: (1) *Luib v. Henkel*
15 *Consumer Goods Inc.* (Purex), 1:17-cv-03021 (E.D.N.Y.) (final approval granted Aug. 19, 2019);
16 (2) *Kukorinis v. Walmart, Inc.*, 1:19-cv-20592 (S.D. Fla.) (final approval granted Sept. 20, 2021);
17 and *Cowen v. Lenny & Larry’s Inc.*, 1:17-cv-01530 (N.D. Ill.) (final approval granted May 2,
18 2019). *See* Azari Decl. ¶¶ 44-46. These cases were selected by Epiq as comparable because they
19 involved consumer packaged goods, provided a cash remedy, and had the same form of notice –
20 media notice plans that reached an equivalent percentage of class members as the proposed media
21 notice plan for this litigation. *Id.*

22 The notices also comply with Rule 23(c)(2)(B) in that they “clearly and concisely state in
23 plain, easily understood language” the nature of the action; the class definition; the class claims,
24 issues, or defenses; that the class member may appear through counsel; that the court will exclude
25 from the class any member who requests exclusion; the time and manner for requesting exclusion;
26 and the binding effect of a class judgment on class members. *See* Kafka Decl., Exs. 1-C & 1-D.)
27 The notice is also consistent with the sample provided by the Federal Judicial Center.
28

1 Notice of the proposed settlement will also be provided to the U.S. Attorney General and
 2 appropriate regulatory officials in all 50 states, as required by the Class Action Fairness Act, 28
 3 U.S.C. § 1715. Kafka Decl., Ex. 1, Sec. VI. Reckitt, through the settlement administrator, will
 4 provide these government officials with copies of all required materials so that the states and
 5 federal government may make an independent evaluation of the settlement and bring any concerns
 6 to the Court's attention prior to final approval.

7 **THE COURT SHOULD SET A SCHEDULE FOR FINAL APPROVAL**

8 Once the Court directs notice of the settlement to the class, the next steps in the
 9 settlement approval process are to schedule a final approval hearing, allow time for notice to be
 10 sent to the class, and provide an opportunity for class members to submit objections and opt-out
 11 requests.

12 Plaintiffs propose the following schedule:

14 Deadline for commencement of notice plan	21 days after entry of order
15 Deadline for class members to opt out or object to the settlement	96 days after entry of order
16 Deadline for Plaintiffs to file motion(s) for final approval and award of attorneys' fees	96 days after entry of order
17 Deadline to file brief with any additional information in support of final approval and attorneys' fee application	117 days after entry of order
18 Final Approval Hearing	131 days after entry of order

21 **CONCLUSION**

22 For the foregoing reasons, Plaintiffs respectfully request that the Court enter the
 23 accompanying proposed order directing notice of the proposed settlement to the class, appointing
 24 Class Counsel, and setting a hearing for the purpose of deciding whether to grant final approval of
 25 the settlement.

1 DATED: June 8, 2023

Respectfully submitted,

2
3 By: /s/ Eric Kafka

4 Eric Kafka (admitted *pro hac vice*)
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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

STEVEN ROBERT PRESCOTT,
DONOVAN MARSHALL, MARIA
CHRISTINE ANELLO, DARLENE
KITTRIDGE, TREAHANNA CLEMMONS,
and SUSAN ELIZABETH GRACIALE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

RECKITT BENCKISER LLC,

Defendant.

Case No.: 5:20-cv-02101-BLF

**DECLARATION OF ERIC KAFKA IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL**

1 I, Eric A. Kafka, declare as follows:

2 1. I am an attorney admitted *pro hac vice* in this Court. I am a partner with the law firm
3 of Cohen Milstein Sellers & Toll PLLC. I have personal knowledge of the facts set forth in this
4 Declaration. If called as a witness, I could and would competently testify as to these facts under oath.
5 I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval.

6 2. Cohen Milstein is one of the premier law firms in the country handling major complex
7 plaintiff-side litigation. Cohen Milstein has over 100 attorneys in six offices. A true and correct copy
8 of the Cohen Milstein firm resume, including my resume, is attached as **Exhibit 2**. Cohen Milstein
9 has successfully litigated many prior class actions involving consumer protection claims, successfully
10 resolving many of those in this district, and has brought that experience and knowledge to bear on
11 behalf of the class.

12 3. Cohen Milstein has managed all aspects of this litigation on behalf of Plaintiffs and the
13 Classes. On March 26, 2020, Cohen Milstein filed the initial complaint in this action. Cohen Milstein
14 drafted the initial complaint, the Amended Complaint, and Second Amended Complaint. Cohen
15 Milstein also drafted the opposition to Defendant Reckitt Benckiser LLC's ("Reckitt") Motion to
16 Dismiss.

17 4. Since the inception of the litigation, Cohen Milstein has vigorously prosecuted this
18 case. From September 2020 to August 2021, the parties engaged in fact discovery. Cohen Milstein
19 reviewed more than 18,000 pages of Reckitt's documents, deposed 4 Reckitt employees, served three
20 sets of interrogatories, and obtained documents through two third-party subpoenas. During discovery,
21 Cohen Milstein engaged in many meet-and-confer discussions with defense counsel. Through those
22 efforts, we were able to resolve a great number of issues, but ultimately briefed 5 discovery disputes
23 before Magistrate Judge Virginia K. DeMarchi.

24 5. The parties also completed extensive expert discovery. Plaintiffs submitted reports
25 from three experts: a chemist, an economist, and a marketing expert. Plaintiffs relied on this expert
26 evidence in support of class certification and in opposition to summary judgment. In response, Reckitt
27 submitted expert reports from two chemists, an economist, and two marketing experts. The parties
28 deposed all eight experts, and Plaintiffs' expert economist was deposed twice.

1 6. Plaintiffs’ damages expert estimated that price premium damages for all three classes
2 would total \$3.7 million.

3 7. Reckitt’s experts criticized (a) the methodology used by Plaintiffs’ expert chemist to
4 test whether Woolite renews or revives colors in clothing, (b) the studies that Plaintiffs’ marketing
5 expert relied upon to opine that the color renew/revive claim is material, and (c) the methodology
6 that Plaintiffs’ damages expert used to calculate damages.

7 8. In November 2021, Plaintiffs moved for class certification on behalf of three statewide
8 classes for California, New York, and Massachusetts. Cohen Milstein drafted Plaintiffs’ motion for
9 class certification.

10 9. In July 2022, the Court certified Plaintiffs’ proposed California, New York, and
11 Massachusetts Classes. The Court appointed me as Class Counsel for the California, New York, and
12 Massachusetts Classes.

13 10. On January 13, 2023, Defendant filed a motion for summary judgment and to exclude
14 the opinions of Plaintiffs’ marketing expert. Cohen Milstein drafted and filed an opposition to
15 Defendant’s motion for summary judgment and to exclude the opinions of Plaintiffs’ marketing
16 expert.

17 11. In July 2021 and March 2022, the parties engaged in mediation sessions with the
18 Honorable Laurel Beeler.

19 12. In February and March 2023, the parties engaged in intensified settlement discussions
20 that built off their prior mediation sessions with the Honorable Laurel Beeler.

21 13. The parties have now executed a settlement agreement, attached hereto as **Exhibit 1**.
22 The parties’ settlement agreement is the only agreement between the parties.

23 14. The parties’ proposed settlement will deliver a non-reversionary settlement fund in the
24 amount of \$3,275,000.00.

25 15. The class membership of the certified class and settlement class is identical. The class
26 period end date for the certified class is “the present,” while the class period end date for the
27 settlement class is May 1, 2023. However, the membership of the certified class and settlement class
28

1 is co-extensive: Reckitt did not sell any bottles of Woolite with labels bearing the phrases “color
2 renew” or “revives colors” after June 2021.

3 16. To assist in administering the claims process (and in administering the settlement
4 generally), Cohen Milstein has retained the services of an experienced settlement administrator, Epiq
5 Class Action & Claims Solutions, Inc. (“Epiq”) after soliciting competing bids from three
6 experienced and qualified administrators. In its bid, Epiq provided a cost estimate of \$ 306,757.00
7 for notice and claims administration.

8 17. Cohen Milstein selected Epiq because, in Cohen Milstein’s judgment, Epiq was
9 offering the best practicable notice plan tailored to the specific needs of this case at a reasonable price
10 point. In the last two years, Cohen Milstein has worked with Epiq as the notice administrator and/or
11 settlement administrator in 11 matters where Cohen Milstein served as class counsel. I did not
12 personally work on any of those matters. The quality of Epiq’s work in those matters further
13 supported its selection here.

14 18. To date, my firm has not been compensated for its efforts in this litigation. Cohen
15 Milstein intends to file a motion requesting that the Court approve an award of 30% of the fund
16 (\$982,500.00) to pay Cohen Milstein’s attorneys’ fees. To date, Cohen Milstein has devoted about
17 3,888 hours to this case. Based on Cohen Milstein’s typical hourly billing rates, Cohen Milstein’s
18 lodestar is \$2,408,500.00. Based on my experience with similar settlements in past cases, I anticipate
19 that Cohen Milstein’s lodestar will continue to increase through and following final approval of the
20 settlement.

21 19. Cohen Milstein also intends to seek reimbursement of their expenses incurred to
22 prosecute this case. To date, Cohen Milstein has incurred approximately \$350,000.00 in expenses
23 (including expert costs) on behalf of the class. Based on my experience with similar settlements in
24 past cases, I anticipate that that Cohen Milstein will continue to incur expenses through and following
25 final approval of the settlement.

26 20. Cohen Milstein intends to ask the Court to award the class representatives service
27 awards of \$10,000 each to recognize the time, effort, and expense they incurred pursuing claims
28 against Reckitt, which benefitted the entire class. The six class representatives devoted substantial

1 time and resources to prosecuting the case for the class’s benefit. The six class representatives all sat
2 for lengthy depositions and responded to Reckitt’s requests for production. Thus, the proposed
3 \$10,000 service awards are commensurate with work conducted by the class representatives.

4 21. Based on my experience litigating class actions and complex cases, and based on my
5 familiarity with the strengths and weaknesses of Plaintiffs’ case, I believe the settlement to be fair,
6 reasonable, adequate, and worthy of approval. Among other things, the settlement is on par with, if
7 not superior to, other settlements regarding allegedly misleading labeling of consumer goods that I
8 am aware of.

9
10 I declare under penalty of perjury that the foregoing is true and correct.

11
12 Executed this day, June 8, 2023

By: /s/ Eric Kafka
Eric Kafka

EXHIBIT 1

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CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement (Agreement) is entered into on June 5, 2023, by and between Steven Robert Prescott (Prescott), Donovan Marshall (Marshall), Maria Christine Anello (Anello), Darlene Kittredge (Kittredge), Treahanna Clemmons (Clemmons) and Susan Elizabeth Graciale (Graciale) (collectively Plaintiffs), on behalf of themselves and the members of the Settlement Class, on the one hand, and Defendant Reckitt Benckiser LLC (Reckitt) (collectively, Plaintiffs and Reckitt are the Parties). The Parties intend for this Agreement to fully, finally, and forever resolve, discharge, and settle all released rights and claims, subject to the terms and conditions set forth herein.

I. RECITALS

A. On March 26, 2020, Steven Robert Prescott filed a class action complaint in the Northern District of California styled *Prescott v. Reckitt Benckiser*, No. 3:20-cv-2101, which was assigned to the Honorable Beth Labson Freeman. Prescott alleged that Reckitt misrepresented that Woolite Darks and Gentle Cycle laundry detergents would renew or revive color in clothing, would bring the color back to clothing, used a Color Renew logo, and/or referred to “Color Renew” when instead he experienced fading. Reckitt disputed, and continues to dispute, the allegation, and contends that detergents contained technology to renew and revive color in clothing and that the detergents did so. Prescott alleged that he was bringing the action on behalf of himself and a class of all residents of California who purchased Woolite Laundry Detergent from March 26, 2016 to the present.

B. On May 5, 2020, Prescott filed an Amended Class Action Complaint to which Reckitt responded by moving to dismiss. On December 3, 2020, the Court granted in part and denied in part Reckitt’s motion to dismiss the Amended Class Action Complaint. Reckitt disputed, and continues to dispute, the allegation. Prescott alleged that he was bringing the action on behalf of himself and a class of all residents of California who purchased Woolite Laundry Detergent from March 26, 2016 to the present.

C. On March 10, 2021, Prescott filed a Second Amended Class Action Complaint, which added Marshall, Anello, Kittredge, Clemmons, Graciale, Melissa Jimenez (Jimenez), and Pamela Sue Ladd (Ladd) as plaintiffs. Prescott, Marshall and Clemons alleged that they were bringing the action on behalf of themselves and a class of all residents of California who purchased Woolite Laundry Detergent from March 26, 2016 to the present. Anello and Jimenez

alleged that they were bringing the action on behalf of themselves and a class of all residents of New York who purchased Woolite Laundry Detergent from February 22, 2018 to the present. Ladd alleged that she was bringing the action on behalf of herself and a class of all residents of Washington who purchased Woolite Laundry Detergent from February 22, 2017 to the present. Kittredge and Graciale alleged that they were bringing the action on behalf of themselves and a class of all residents of Massachusetts who purchased Woolite Laundry Detergent from February 22, 2017 to the present.

D. On July 8, 2021, Prescott, Marshall, Anello, Kittredge, Clemmons, Jimenez, Ladd and Graciale and Reckitt participated in a settlement conference before the Honorable Laurel Beeler, Magistrate Judge, United States District Court, Northern District.

E. On July 19, 2021, Prescott, Marshall, Anello, Kittredge, Clemmons, Jimenez, Ladd and Graciale and Reckitt stipulated to dismissing Ladd and Jimenez from the action; represented that Ladd and Jimenez had not received consideration for their dismissal; represented that Plaintiffs would not seek certification of a class of residents of Washington; and dismissed the allegations regarding a Washington Class including paragraphs 131 – 140 in the Second Amended Class Action Complaint.

F. On November 5, 2021, Plaintiffs moved to certify three classes of residents from the states of California, New York and Massachusetts.

G. On March 24, 2022, the Parties participated in a second settlement conference before Magistrate Judge Beeler.

H. On July 14, 2022, the Court granted Plaintiffs' motion for class certification and certified the following classes, which excluded Reckitt, any entity in which Reckitt has a controlling interest, Reckitt's officers, directors, legal representatives, successors, subsidiaries and assigns as well as any judge, justice or judicial officer presiding over this action and the members of their immediate families and staff:

1. California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 1, 2017 to the present (California Class).

2. New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 22, 2018 to the present (New York Class).

3. Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to the present (Massachusetts Class).

I. The Court also appointed Prescott, Marshall and Clemmons as class representatives for the California Class; Anello as the class representative for the New York Class; Kittredge and Graciale as representatives for the Massachusetts class; and Eric Kafka of Cohen Milstein Sellers & Toll as class counsel for the California Class, the New York Class and the Massachusetts Class.

J. On January 13, 2023, Reckitt filed its motion for summary judgment, or in the alternative partial summary judgment, and to exclude certain expert evidence, which was set for hearing on March 16, 2023 (Motion for Summary Judgment). Fact and expert discovery had closed.

K. In addition to occasional settlement communications after the settlement conferences held before Magistrate Judge Beeler, counsel for Plaintiffs and Reckitt resumed negotiations in February 2023.

L. On March 15, 2023, the Parties informed the Court that they had reached an agreement in principle to the material terms of a classwide settlement that would resolve this litigation and requested that the hearing on Reckitt’s motion, previously set for March 16, 2023, be continued. As of that date, the Final Pretrial Conference was set for June 8, 2023, jury selection set for August 4, 2023, and jury trial set for August 7, 2023.

II. DEFINITIONS

A. Action means the lawsuit captioned *Prescott, et al. v. Reckitt, LLC*, No. 5:20-cv-02101-BLF, pending in the United States District Court for the Northern District of California, San Jose Division.

B. Agreement means this Class Settlement Agreement and any exhibits attached or incorporated hereto, including any amendments the Parties may agree to in writing, and any exhibits to such amendments.

C. Attorneys’ Fees means any funds the Court may award to Class Counsel as compensation for representing Plaintiffs and the Settlement Class, for prosecuting the Action, and/or this Agreement, as set forth in Section VIII(A).

D. Claim Form means the document to be submitted by members of the Settlement Class seeking payment pursuant to Section IX(A) of this Agreement in the form or substantially the same form as attached hereto as **Exhibit A**, subject to approval by the Court.

E. Claim Period means the time period during which the members of the Settlement Class may submit a Claim Form to the Settlement Administrator for review. Subject to Court approval, the Claim Period will be 75 days from the commencement of the dissemination of Class Notice.

F. Class Counsel means Cohen Milstein Sellers & Toll PLLC.

G. Class Notice means the legal notice of the proposed Settlement terms as described in Section V(A)(1), according to the Notice Plan set forth attached hereto **Exhibit B** and in the form of **Exhibits C** through **E** attached hereto (short form notice, long form notice, and social media notice, respectively), subject to approval by the Court, to be provided to potential members of the Settlement Class in the methods set forth below.

H. Class Period means the following periods:

1. For Settlement Class Members who reside in California, February 1, 2017 through May 1, 2023.

2. For Settlement Class Members who reside in New York, February 22, 2018 through May 1, 2023.

3. For Settlement Class Members who reside in Massachusetts, February 22, 2017 through May 1, 2023.

I. Complaint means the operative Second Amended Class Action Complaint in the Action.

J. Court means the United States District Court for the Northern District of California.

K. Effective Date means the first date by which all of the following events have occurred:

1. The Court has entered the Preliminary Approval Order;
2. The Court has entered the Final Approval Order and Judgment; and
3. The Final Approval Order and Judgment is final, meaning either
 - a. final affirmance on any appeal of the Final Approval Order and Judgment;

b. final dismissal with prejudice of the last pending appeal from the Final Approval Order and Judgment; or

c. if no appeal is filed, the time for the filing or noticing of any form of appeal from the Final Approval Order and Judgment has expired.

L. Expenses means reasonable litigation expenses incurred by Class Counsel in representing Plaintiffs and the Settlement Class, and prosecuting the Action, and/or this Agreement, including but not limited to expert fees, transcripts, vendors, discovery costs and filing fees that the Court may award to Class Counsel pursuant to Section VIII(B). Expenses do not include costs or expenses associated with Class Notice or the administration of the settlement.

M. Final Approval Order and Judgment means the order in which the Court (i) grants final approval of this Agreement, (ii) certifies the Settlement Class, (iii) authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, (iv) authorizes fees and costs to the Settlement Administrator, (v) awards Attorneys' Fees and Expenses, (vi) awards Service Awards, (vii) rules on timely objections to this Agreement (if any), and (viii) authorizes the entry of a final judgment and dismissal of the Action with prejudice.

N. Notice Plan means the plan for distributing and publication of Class Notice developed by the Settlement Administrator, substantially in the form of the notice plan attached hereto as **Exhibit B**.

O. Preliminary Approval Order means the order in which the Court (a) preliminarily certifies the Settlement Class; (b) preliminarily approves this Agreement for purposes of issuing Class Notice; (c) approves the Class Notice and Notice Plan; (d) appoints the Settlement Administrator; (e) appoints Class Counsel as counsel to the Settlement Class; and (f) makes such orders as are necessary and appropriate to effectuate the terms and conditions of this Agreement.

P. Product means Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" that was purchased for personal, family or household use and not for resale.

Q. Proof of Purchase means a receipt or other documentation reasonably establishing the fact of purchase of the Product in California, New York or Massachusetts during the Class Period. Proof of Purchase may be in the form of any reasonably reliable proof customarily

provided to the Settlement Administrator to establish proof of purchase for class membership, such as a receipt, email receipt or shipping confirmation, and/or picture of the Product, to the extent the Settlement Administrator is able to confirm the documentation is reasonably reliable and consistent with industry standard fraud prevention measures.

R. Released Claims means any claim, cross-claim, liability, right, demand, suit, matter, obligation, damage, restitution, disgorgement, loss or cost, attorneys' fee or expense, action, or cause of every kind and description that any Plaintiff, the Settlement Class or any member thereof had or have, including assigned claims, whether in arbitration, administrative, or judicial proceedings, whether as individual claims, claims asserted on a class basis or on behalf of the general public, whether known or unknown, asserted or unasserted, suspected or unsuspected, latent or patent, that is, has been, could reasonably have been, or in the future might reasonably be asserted by Plaintiffs or members of the Settlement Class either in the Action or in any proceeding in any other court or forum, regardless of legal theory or the law under which such action may be brought, and regardless of the type or amount of relief or damages claimed, against any of the Released Persons relating to the labeling, advertising and marketing of the Product and allegations that the Product caused fading or that otherwise relates in any way to Reckitt's claims that Woolite laundry detergent renews or revives color in clothing, brings the color back to clothing, used a Color Renew logo, and/or referred to "Color Renew." However, this release does not include claims for personal injuries or damage to property other than clothing.

S. Released Persons means and includes Reckitt and each of its current and former parents, subsidiaries, divisions, departments, affiliates and controlled companies both inside and outside the United States, predecessors, and successors, suppliers, third-party retailers, customers, and assigns, including the present and former directors, officers, employees, shareholders, agents, insurers, partners, privies, representatives, attorneys, accountants, and all persons acting by, through, under the direction of, or in concert with them.

T. Service Award means the amounts that Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale will receive for their service as plaintiffs and as class representatives in the Action, pursuant to Section VIII(C).

U. Settlement Administrator means the company jointly selected by Class Counsel and Reckitt's Counsel and approved by the Court to provide Class Notice, administer the claims

process and administer the Settlement Fund. Reckitt has no objection to Class Counsel's selection of Epiq Class Action & Claims Solutions, Inc.

V. Settlement Class means the following persons:

1. All residents of California who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 1, 2017 to the May 1, 2023;

2. All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 22, 2018 to May 1, 2023; and

3. All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases "Color Renew" and/or "revives colors" from February 22, 2017 to May 1, 2023.

Excluded from the Settlement Class are: (a) Reckitt, any entity in which Reckitt has a controlling interest, Reckitt's officers, directors, legal representatives, successors, subsidiaries and assigns; (b) any judge, justice or judicial officer presiding over this action or settlement conferences and the members of their immediate families and staff; (c) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with Section VII(B) of this Agreement or as approved by the Court.

W. Settlement Fund means the money that Reckitt will pay or cause to be paid in accordance with Section IV(A) of this Agreement and which the Settlement Administrator is authorized to establish pursuant to 26 C.F.R. Section 1.468B-1(c) and (3)(1), to act as the "administrator" of the Settlement Fund pursuant to 26 C.F.R. Section 1.468B-2(k)(3).

X. Settlement Website means the website to be created pursuant to Section V(A)(1)(c) of this Agreement.

Y. Reckitt means Reckitt Benckiser LLC.

Z. Reckitt's Counsel means Sheppard Mullin Richter and Hampton, LLP, to the attention of Paul Garrity and Sascha Henry.

III. SETTLEMENT CLASS CERTIFICATION AND APPROVAL

A. For the purposes of this Agreement, the Parties stipulate and agree that the Settlement Class should be certified. Such certification is for settlement purposes only, and has no effect for any other purpose.

B. The certification of the Settlement Class shall be binding only with respect to this Agreement. In the event that the Effective Date does not occur for any reason, this Action shall revert to the status that existed as of March 15, 2023, including but not limited to Reckitt's rights to have its Motion for Summary Judgment heard and/or argue that the California Class, New York Class and Massachusetts Class should be decertified.

C. As part of the settlement process, Plaintiffs will move the Court for entry of the Preliminary Approval Order. Plaintiffs will provide drafts of the moving papers for Reckitt's reasonable review and comment before filing.

D. Assuming that the Court enters the Preliminary Approval Order, Plaintiffs will later move for the Final Approval Order and Judgment, which seeks final approval of this Agreement, certifies the Settlement Class, authorizes the Settlement Administrator to administer the settlement benefits to members of the Settlement Class, authorizes fees and costs to the Settlement Administrator, awards Attorneys' Fees, awards Expenses, awards Service Awards, rules on timely objections to this Agreement (if any), and authorizes the entry of a final judgment and dismissal of the Action with prejudice. Plaintiffs will provide drafts of the moving papers for Reckitt's reasonable review and comment one week before filing. Plaintiffs will file their motion for Final Approval Order and Judgment no earlier than the end of the Claims Period and no later than 30 days after the Claims Period ends.

E. The Parties agree that Reckitt may submit a motion, brief or other materials to the Court related to preliminary approval, notice, class certification, attorney's fees, expenses, final approval, service awards, claims administration or objections. If Reckitt chooses to do so, Reckitt will provide Class Counsel a copy of Reckitt's draft submission three (3) court days in advance of filing and will agree to meet and confer with Class counsel concerning the submission before filing it.

IV. SETTLEMENT CONSIDERATION AND BENEFITS TO THE CLASS. This Agreement provides a non-reversionary Settlement Fund from which members of the Settlement Class who submit timely, valid, and approved claims will obtain cash payments as set forth in subsection A below and Section IX.

A. **Settlement Fund.** The Settlement Fund shall be Three Million, Two Hundred and Seventy-Five Thousand Dollars (\$3,275,000.00) and shall be applied as set forth herein.

1. **Order of Payments from the Settlement Fund.** The Settlement Fund shall be applied to pay in full and in the following order: (i) any necessary taxes and tax expenses, if any; (ii) all costs and expenses associated with Class Notice, including but not limited to all fees and expenses of the Settlement Administrator; (iii) all costs and expenses associated with the administration of the Settlement, including but not limited to all fees and expenses of the Settlement Administrator and any costs associates with administering the Settlement Fund; (iv) any Attorneys' Fees award made by the Court to Class Counsel pursuant to Section VIII(A) of this Agreement; (v) any award of Expenses made by the Court to Class Counsel pursuant to Section VIII(B) of this Agreement; (vi) any Service Awards made by the Court to Plaintiffs under Section VIII(C) of this Agreement; (vii) cash payments distributed to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claims process outlined in Section X; and (viii) the Residual Funds, if any, pursuant to Section IX(L) of this Agreement. Payments shall be subject to approval by the Court in a Final Approval Order and Judgment and after the Effective Date.

2. **Reckitt's Funding of the Settlement Fund.**

a. Within ten (10) bank days after the Preliminary Approval Order is entered, Reckitt shall transfer \$200,000.00 into the Settlement Fund which shall be used to pay costs and expenses of the Settlement Administrator, including to effectuate Class Notice pursuant to the Notice Plan. The \$200,000.00 transfer is not a limit on the costs or expenses that will be paid from the Settlement Fund in connection with the Class Notice or Settlement Administration, nor is the \$200,000.00 transfer a limit on the amount that the Settlement Administrator will be paid from the Settlement Fund. This deadline may be extended by mutual consent of the Parties.

b. Within ten (10) bank days after the Effective Date, Reckitt shall transfer \$3,075,000.00 into the Settlement Fund which shall be used pursuant to Section IV(A)(1) above. This deadline may be extended by mutual consent of the Parties.

3. **Reckitt's Maximum Liability Under this Agreement.** In no circumstances shall Reckitt's total contribution to or liability for the Settlement Fund exceed Three Million, Two Hundred and Seventy-Five Thousand Dollars (\$3,275,000.00). Under this Agreement, the Parties agree that the Settlement Fund encompasses the full extent of Reckitt's monetary payment due under this Agreement. These payments, pursuant to the terms and

conditions of this Agreement, will be in full satisfaction of all individual and class claims asserted in or that could have been asserted in this Action.

4. **No Tax Liability or Representation.** Reckitt and the Released Persons are not obligated (and will not be obligated) to compute, estimate, or pay any taxes on behalf of Plaintiffs, Class Counsel, any member of Settlement Class, or the Settlement Administrator. Reckitt and the Released Persons have not made any (and make no representation) to the Plaintiffs, Class Counsel, any member of the Settlement Class, or the Settlement Administrator regarding the tax consequences of payments made under this Agreement.

5. **Return of Settlement Fund.** In the event the Effective Date does not occur, all amounts paid into the Settlement Fund, less amounts incurred for claims administration and notice, shall be promptly returned to Reckitt, and this Action shall revert to the status that existed as of March 15, 2023, except as otherwise ordered by the Court.

V. NOTICE TO CLASS AND ADMINISTRATION OF PROPOSED SETTLEMENT

A. **Duties and Responsibilities of the Settlement Administrator.** The Settlement Administrator shall abide by and shall administer the settlement in accordance with the terms, conditions, and obligations of this Agreement and the Orders issued by the Court in this Action.

1. **Class Notice Duties.** The Settlement Administrator shall be responsible for disseminating the Class Notice, substantially in the form as described in the Notice Plan, and, as specified in the Preliminary Approval Order. The Class Notice will comply with all applicable laws, including, but not limited to, the Due Process Clause of the Constitution. Class Notice duties include, but are not limited to the following:

a. **Class Notice, Notice Plan and Claim Form.** The Settlement Administrator shall consult on, draft, and design the Class Notice, Notice Plan and Claim Form. To the extent that the Settlement Administrator believes there should be changes to the Class Notice, Notice Plan and/or Claim Form, Class Counsel and Reckitt's Counsel shall have input and joint approval rights, which shall not be unreasonably withheld, over the Class Notice, Notice Plan and Claim Form and any changes thereto.

b. **Implement Class Notice.** The Settlement Administrator shall implement and arrange for the Class Notice in accordance with the Notice Plan, as approved by the Court in the Preliminary Approval Order.

c. **Establish Settlement Website.** The Settlement Administrator shall establishing a website, www.ColorRenewClassAction.com that contains the Complaint, this Agreement, the long form of the Class Notice (**Exhibit D** hereto), a Claim Form capable of being completed and submitted online or printed, the documents to be filed supporting a motion for preliminary approval of this settlement, the documents to be filed supporting an application for an award of Attorneys' Fees, Expenses and Service Awards, and the documents to be filed supporting a motion for Final Approval Order and Judgment. The Settlement Website shall be activated according to the Notice Plan, and shall remain active until 365 calendar days after the Effective Date.

d. **Respond to Request from Potential Settlement Class Members.** The Settlement Administrator shall send the Class Notice and/or a Claim Form, via electronic mail or U.S. mail, to any potential member of the Settlement Class who so requests.

e. **Respond to Counsel Requests.** The Settlement Administrator shall respond to requests from Class Counsel and Reckitt's Counsel.

f. **CAFA Notice.** The Settlement Administrator shall send the notice as set forth in Section VI.

2. **Claim Processing Duties.** The Settlement Administrator shall be responsible for Claim processing and related administrative activities, including communications with members of the Settlement Class concerning this Agreement, the claim process, and the options they have. Claim processing duties include, but are not limited to:

- a. executing any mailings required under the terms of this Agreement;
- b. establishing a toll-free voice response unit to which members of the Settlement Class may refer for information about the Action and the Settlement;
- c. establishing a post office box for the receipt of Claim Forms, exclusion requests, and any correspondence;
- d. receiving and maintaining on behalf of the Court all correspondence from any member of the Settlement Class regarding the Settlement, and forwarding inquiries from members of the Settlement Class to Class Counsel or their designee for a response, if warranted; and

e. receiving and maintaining on behalf of the Court any correspondence with members of the Settlement Class regarding any objections, opt-out requests, exclusion forms, or other requests to exclude himself or herself from the Settlement, and providing to Class Counsel and Reckitt's Counsel a copy within ten (10) business days of receipt. If the Settlement Administrator receives any such forms or requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide Class Counsel and Reckitt's Counsel with copies.

3. **Claim Review Duties.** The Settlement Administrator shall be responsible for reviewing and approving Claim Forms in accordance with this Agreement. Claim review duties include, but are not limited to:

a. reviewing each Claim Form submitted to determine whether each Claim Form meets the requirements set forth in this Agreement and whether it should be allowed, including determining whether a Claim Form submitted by any member of the Settlement Class is timely, complete, and valid;

b. working with members of the Settlement Class who submit timely claims to try to cure any Claim Form deficiencies;

c. using all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims, including, without limitation, maintaining a database of all Claim Form submissions;

d. keeping an accurate and updated accounting via a database of the number of Claim Forms received, the number of Products claimed on each Claim Form, the name and address of the members of the Settlement Class who made the claim, whether the claim has any deficiencies, and whether the claim has been approved as timely and valid; and

e. otherwise implementing and assisting with the claim review process and payment of the Claims, pursuant to the terms and conditions of this Agreement.

4. **Periodic Update Duties.** The Settlement Administrator shall provide periodic updates to Class Counsel and Reckitt's Counsel regarding Claim Form submissions beginning within ten (10) business days after the commencement of the dissemination of the Class Notice and continuing on a bi-weekly (once every other week) basis thereafter and shall provide such an update at least five (5) business days before the Final Approval hearing. The

Settlement Administrator shall also provide such updates to Class Counsel or Reckitt's Counsel upon request, within a reasonable amount of time.

5. **Claim Payment Duties.** The Settlement Administrator shall be responsible for sending payments to all eligible members of the Settlement Class with valid, timely, and approved claims pursuant to the terms and conditions of this Agreement. Claim payment duties include, but are not limited to:

a. Within seven (7) business days of the end of the Claims Period, provide a preliminary report to Class Counsel and Reckitt's Counsel calculating the amount and number of valid and timely claims;

b. Pursuant to Sections IX(J), (K) and (L), once the Settlement Fund has been funded, sending checks to members of the Settlement Class who submitted timely, valid, and approved Claim Forms;

c. Once payments to the Settlement Class have commenced, pursuant to the terms and conditions of this Agreement, the Settlement Administrator shall provide a regular accounting to Class Counsel and Reckitt's Counsel that includes but is not limited to the number and the amount of claims paid.

d. Once distributed checks have expired, an accounting of Residual Funds described in Section IX(L) and subsequent distribution of the Residual Funds as directed by the Parties and the Court.

e. Once the Residual Funds have been distributed, the information necessary for the Parties to submit the Post Distribution Accounting required by the Northern District of California's Procedural Guidance on Class Action Settlements and/or other orders of the Court.

6. **Reporting to Court Duties.** Not later than ten (10) calendar days before the date of the hearing on the Final Approval, the Settlement Administrator shall file a declaration or affidavit with the Court that: (i) includes a list of those persons who have opted out or excluded themselves from the Settlement; and (ii) describes the scope, methods, and results of the Notice Plan.

7. **Duty of Confidentiality.** The Settlement Administrator shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not use or disclose any or all

such documents, communications, or other information to any person or entity, except to the Parties or as provided for in this Agreement or by Court Order.

B. **Right to Inspect.** Class Counsel and Reckitt's Counsel shall have the right to inspect the Claim Forms and supporting documentation received by the Settlement Administrator at any time upon reasonable notice.

C. **Failure to Perform.** If the Settlement Administrator misappropriates any funds from the Settlement Fund or makes a material or fraudulent misrepresentation to, or conceals requested material information from Class Counsel, Reckitt, or Reckitt's Counsel, then the Party who discovers the misappropriation or concealment or to whom the misrepresentation is made shall, in addition to any other appropriate relief, have the right to demand that the Settlement Administrator immediately be replaced. If the Settlement Administrator fails to perform adequately on behalf of the Parties, the Parties may agree to remove the Settlement Administrator. Neither Party shall unreasonably withhold consent to remove the Settlement Administrator. The Parties will attempt to resolve any disputes regarding the retention or dismissal of the Settlement Administrator in good faith. If unable to so resolve a dispute, the Parties will refer the matter to the Court for resolution.

D. **Handling of Inquiries.** The Parties and Class Counsel acknowledge that Reckitt may receive inquiries relating to the Action or this Agreement. The Parties and Class Counsel agree that Reckitt may provide the script attached hereto as **Exhibit F** to its customer service representatives to respond to such inquiries.

VI. CLASS ACTION FAIRNESS ACT NOTICE DUTIES TO STATE AND FEDERAL OFFICIALS. No later than ten (10) court days after this Agreement is filed with the Court, the Settlement Administrator shall mail or cause the items specified in 28 U.S.C. § 1715(b) to be mailed to each State and Federal official, as specified in 28 U.S.C. § 1715(a).

VII. OBJECTIONS AND REQUESTS FOR EXCLUSION. A member of the Settlement Class may object to this Agreement or request exclusion from this Agreement. Any member of the Settlement Class who does not request exclusion from the Settlement has the right to object to the Settlement. Members of the Settlement Class may not both object to and opt out of the Settlement. Any member of the Settlement Class who wishes to object must timely submit an objection as set forth in subsection (A) below. If a member of a Settlement Class submits both an objection and a written request for exclusion, he or she shall be deemed to have complied with

the terms of the procedure for requesting exclusion as set forth in subsection (B) and shall not be bound by the Agreement if approved by the Court, and the objection will not be considered by the Court.

A. **Objections.** Members of the Settlement Class shall have the right to object to this Agreement and to appear and show cause, if they have any reason why the terms of this Agreement should not be given Final Approval as follows:

1. A member of the Settlement Class may object to this Agreement either on his or her own without an attorney, or through an attorney hired at his or her own expense.

2. Any objection to this Agreement must be in writing, signed by the objecting member of the Settlement Class (and his or her attorney, if individually represented, including any former or current counsel who may be entitled to compensation for any reason related to the objection), and submitted to the Court by filing the objection electronically or in person at any location of the U.S. District Court for the Northern District of California or mailing to the “Class Action Clerk” at the Court’s address by the end of the Claims Period.

3. Any objection regarding or related to this Agreement shall contain a caption or title that identifies it as “Objection to Class Settlement in *Prescott v. Reckitt LLC*, No. 5:20-cv-02101-BLF (N.D. Cal.)”

4. Class Counsel and/or Reckitt shall have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the hearing on the motion for Final Approval Order and Judgment. The Party so responding shall file a copy of the response with the Court, and shall serve a copy, by regular mail, hand or overnight delivery, to the objecting member of the Settlement Class or to the individually-hired attorney for the objecting member of the Settlement Class; to Class Counsel; and to Reckitt’s Counsel.

5. Any Settlement Class Member who fails to file and serve timely a written objection pursuant to this Section shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

B. **Requests for Exclusion.** Members of the Settlement Class shall have the right to elect to exclude themselves, or “opt out,” of this Agreement, relinquishing their rights to cash compensation under this Agreement and preserving their claims for damages that accrued during the Class Period, pursuant to this paragraph:

1. A member of the Settlement Class wishing to opt out of this Agreement must send to the Settlement Administrator by U.S. Mail a letter setting forth his or her name and information sufficient to identify him or her and a clear statement communicating that he or she elects to be excluded from the Settlement Class. A member of the Settlement Class cannot opt out on behalf of anyone other than himself or herself.

2. Any request for exclusion or opt out must be postmarked on or before the end of the Claims Period. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request for exclusion has been timely submitted.

3. The Settlement Administrator shall forward copies of any written requests for exclusion to Class Counsel and Reckitt's Counsel within a week of receipt, and shall file a list reflecting all requests for exclusion with the Court no later than ten (10) calendar days before the hearing on the motion for Final Approval Order and Judgment.

C. **Failure to Request Exclusion.** Any member of the Settlement Class who does not file a timely written request for exclusion as provided in the preceding subsection (B) shall be bound by all subsequent proceedings, orders, and judgments, including, but not limited to, the Release in this Action, even if he or she has litigation pending or subsequently initiates litigation against Reckitt relating to the claims and transactions released in this Action.

VIII. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. **Attorneys' Fees Application.** Class Counsel intends to make an application for an award of Attorneys' Fees in the Action that will not exceed an amount equal to thirty percent (30%) of the Settlement Fund of \$3,275,000.00. This amount shall be paid from the Settlement Fund and shall be the sole aggregate compensation paid by Reckitt to Class Counsel for representing Plaintiffs and the Settlement Class, for prosecuting the Action and relating to this Agreement. The ultimate award of Attorneys' Fees will be determined by the Court.

B. **Expense Application.** Class Counsel intends to make an application for reimbursement of Expenses in the Action that will not exceed \$400,000.00. This amount shall be paid from the Settlement Fund and shall be the sole reimbursement of Expenses paid by Reckitt for Class Counsel representing Plaintiffs and the Settlement Class, for prosecuting the Action, and relating to this Agreement. The ultimate award of Expenses will be determined by the Court.

C. **Service Award Application.** Class Counsel intends to make, and Reckitt agrees not to oppose, an application for Service Awards to Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale that will not exceed \$60,000 (\$10,000 each). The Service Awards, if granted, shall be paid from the Settlement Fund and shall be the only Service Awards paid by Reckitt. The ultimate amount of the Service Awards will be determined by the Court.

D. Class Counsel, in their sole discretion, shall allocate and distribute the Court's award of Attorneys' Fees and Expenses. Class Counsel shall indemnify Reckitt and its attorneys against any disputes among Class Counsel, including Law Office of Charles Reichmann, other lawyers, consultants, contractors, or service providers working at the direction of, or in conjunction with, Class Counsel, including but not limited to Gregory Pinsonneault, Larry Chiagouris, Ph.D., and Randy Meirowitz, relating to the allocation and distribution of Class Counsel's Attorneys' Fees and Expenses.

E. The Court's determinations of the awards of Attorneys' Fees, Expenses and Service Awards will not affect the remainder of the settlement except with regard to calculating the Cash Payments to the Settlement Class. Reckitt will not appeal from any order with respect to the award of Attorneys' Fees, Expenses and Service Awards provided that the order does not award Attorneys' Fees, Expenses and Service Awards in excess of the amounts stated in subsections (A) through (C).

F. Within five (5) days of receiving the balance of settlement proceeds and no later than fifteen (15) days after the Effective Date, the Settlement Administrator shall cause the Attorneys' Fees and Expenses awarded by the Court to be paid to Class Counsel as directed by Class Counsel. In the event the Effective Date does not occur, all amounts paid to Class Counsel as Attorneys' Fees and Expenses awarded by the Court shall be promptly returned to Reckitt.

G. Within five (5) days of receiving the balance of settlement proceeds and no later than fifteen (15) days after the Effective Date, the Settlement Fund shall pay Service Awards, if approved by the Court, to each of the Plaintiffs as directed by Class Counsel.

IX. ELIGIBILITY AND PROCESS FOR CLASS MEMBERS TO OBTAIN A CASH PAYMENT. To be eligible for a cash payment, a member of the Settlement Class must submit a timely and valid Claim Form, which will be evaluated by the Settlement Administrator.

A. **Claim Form Availability.** The Claim Form shall be substantially similar to the claim form attached as **Exhibit A**. The Claim Form will be: (i) included on the Settlement

Website; and (ii) made readily available from the Settlement Administrator, including by requesting a Claim Form from the Settlement Administrator by mail, email, or calling a toll-free number provided by the Settlement Administrator.

B. Timely Claim Forms. To be considered Timely, members of the Settlement Class must submit a Claim Form postmarked or submitted online before or on the last day of the Claim Period, the specific date of which will be prominently displayed on the Claim Form and Class Notice and determined by the Court. For a non-online Claim Form, the Claim Form will be deemed to have been submitted on the date of the postmark on the envelope or mailer. For an online Claim Form, the Claim Form will be deemed to have been submitted on the date it is received by the Settlement Administrator.

C. Valid Claim Forms. To be considered Valid, the Claim Form must contain the Settlement Class member's name and mailing address, attestation of purchase(s) of Products as described in subsection (D) showing the number of Products purchased during the Class Period. Subject to subsection (H), Claim Forms that do not meet the requirements set forth in this Agreement and in the Claim Form instructions may be rejected. The Settlement Administrator will determine a Claim Form's validity.

Where a good faith basis exists, the Settlement Administrator may reject a Claim Form for, among other reasons: (i) failure to attest to the purchase of the Products for personal, family or household use; (ii) attesting to purchase of products that are not covered by the terms of this Agreement; (iii) attesting to purchase of Products not during the Class Period; (iv) failure to provide adequate verification or additional information about the Claim pursuant to a request of the Settlement Administrator; (v) failure to fully complete and/or sign the Claim Form; (vi) failure to submit a legible Claim Form; (vii) submission of a fraudulent Claim Form; (viii) submission of a Claim Form that is duplicative of another Claim Form; (ix) submission of a Claim Form by a person who is not a member of the Settlement Class; (x) request by person submitting the Claim Form to pay funds to a person or entity that is not the member of the Settlement Class for whom the Claim Form is submitted; (xi) failure to submit a Claim Form by the end of the Claim Period; or (xii) failure to otherwise meet the requirements of this Agreement.

D. Attestation of Purchase. Members of the Settlement Class must submit a Claim Form that states to the best of his or her knowledge the total number of Products that he or she

purchased during the Class Period. The Claim Form shall be signed under an attestation stating the following or substantially similar language: “I declare that the information in this Claim Form is true and correct to the best of my knowledge, and that I purchased the Product(s) claimed above during the Class Period for my personal, family or household use and not for resale. I understand that my Claim Form may be subject to audit, verification, and Court review.”

E. **Proof of Purchase.** Members of the Settlement Class may submit Proof of Purchase instead of stating the number of products, but must still submit an attestation.

F. **Verification of Purchase May Be Required.** The Claim Form shall advise members of the Settlement Class that while Proof of Purchase is not required to submit a claim, the Settlement Administrator has the right to request verification or more information regarding the purchase of the Products for the purpose of preventing fraud.

G. **Claim Form Submission and Review.** Members of the Settlement Class may submit a Claim Form either by mail or electronically. The Settlement Administrator shall review and process the Claim Forms pursuant to the process described in this Agreement to determine each Claim Form’s timeliness and validity. Adequate and customary procedures and standards will be used by the Settlement Administrator to prevent the payment of fraudulent claims and to pay only legitimate claims. The Parties shall take all reasonable steps, and direct the Settlement Administrator to take all reasonable steps, to ensure that Claim Forms completed and signed electronically by members of the Settlement Class conform to the requirements of the federal Electronic Signatures Act, 15 U.S.C. § 7001, *et seq.*

H. **Claim Form Deficiencies.** In the event the Settlement Administrator rejects a Claim Form pursuant to subsection (C) above, the Settlement Administrator shall mail notice of rejection to Settlement Class members whose Claims have been rejected in whole or in part. However, the Settlement Administrator is not required to mail notice of a denial letter for duplicative claims or fraudulent claims. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a claim. Instead, the Settlement Administrator will take all reasonable and customary steps to attempt to cure the defect and to determine the eligibility of the member of the Settlement Class for payment and the amount of payment based on the information contained in the Claim Form or otherwise submitted, including advising the Settlement Class members that if they disagree with the

determination, the Settlement Class member may send a letter to the Settlement Administrator requesting reconsideration of the rejection and the Settlement Administrator shall reconsider such determination, which reconsideration shall include consultation with Class Counsel and Reckitt's Counsel. In such event, Settlement Class members shall be advised of their right to speak with Class Counsel, and Reckitt is entitled to dispute claims if available records or other information indicate that the information on the Claim Form is inaccurate or incomplete. The Parties shall meet and confer regarding resolution of such claims and, if unable to agree, shall submit those claims to the Court for determination. As to any claims being determined by the Court pursuant to this paragraph, the Settlement Administrator shall send payment or a letter explaining the Court's rejection of the claim, within thirty-five (35) days of the Court's determination.

I. **Failure to Submit Claim Form.** Unless a member of the Settlement Class opts out pursuant to Section VII(B), any member of the Settlement Class who fails to submit a timely and valid Claim Form shall be forever barred from receiving any payment pursuant to this Agreement, and shall in all other respects be bound by all of the terms of this Agreement and the terms of the Order and Final Judgment to be entered in the Action. Based on the release contained in this Agreement, any member of the Settlement Class who does not opt out will be barred from bringing any action in any forum (state or federal) against any of the Released Persons concerning any of the matters subject to the release.

J. **Cash Payment for Members of the Settlement Class.** The relief to be provided to each member of the Settlement Class who submits a timely and valid Claim Form pursuant to the terms and conditions of this Agreement shall be a payment in the form of a cash payment. The total amount of the payment to each member of the Settlement Class will be based on the eligible number of Products purchased by the member of the Settlement Class and the total amount of valid claims submitted. As many as three bottles of the Product will be eligible for cash payments if they are not supported by a proof of purchase. Each bottle supported by a proof of purchase will be eligible for cash payment. Cash payments will be paid by the Settlement Administrator via check or electronic transfer, pursuant to subsection (K). The Settlement Administrator shall determine each authorized Settlement Class member's *pro rata* share based upon each Settlement Class member's Claim Form, the total number of valid claims and the number of Products purchased. Accordingly, the actual amount recovered by each Settlement

Class member who submits a timely and valid claim will not be determined until after the Claim Period has ended and the number of Products purchased by the member of the Settlement Class and the total amount of valid claims submitted is determined.

K. Distribution to Authorized Settlement Class Members

1. The Settlement Administrator shall begin paying timely, valid, and approved claims via first-class mail or electronic payment no later than ninety (90) days after the Effective Date.

2. The Settlement Administrator shall have completed the payment to Settlement Class members who have submitted timely, valid, and approved claims pursuant to the claim process no later than one hundred and five (105) days after the Effective Date.

L. Residual Funds in the Settlement Fund. If, after the payment of the items set forth in Section IV(A)(1)(i)-(vii) and the expiration of checks mailed to members of the Settlement Class, value remains in the Settlement Fund, it shall be called the Residual Fund. (The check mailed to the class shall expire after 90 days.) Any value remaining in the Residual Fund shall increase eligible Settlement Class members' relief on a *pro rata* basis until the Residual Fund is exhausted, unless the Parties mutually agree that a supplemental distribution is economically unfeasible. Should the Parties mutually agree that a supplement distribution is economically unfeasible, then the parties will meet and confer in good faith to reach an agreement on a *cy pres* recipient approved by the Court. If the Parties are unable to reach an agreement on a *cy pres* recipient, then Reckitt, on the one hand, and Plaintiffs, on the other hand, may submit alternative proposals for the *cy pres* recipient to the Court and the Court will select the recipient. There shall be no refund to Reckitt.

X. NO ADMISSION OF LIABILITY. Reckitt has denied and continues to deny that the labeling, advertising, or marketing of the Product was false, deceptive, or misleading to consumers or violates any legal requirement, including but not limited to the allegations that Reckitt engaged in unfair, unlawful, fraudulent, or deceptive trade practices; violated any statute, regulation, or common law or industry standard; or breached any quasi-contract. Reckitt denies that any purchaser of the Product paid any price premium or was otherwise damaged in any regard by the Product's labeling, advertising or marketing. By entering into this Agreement, Reckitt is not consenting to or agreeing to certification of the Settlement Class for any purpose other than to effectuate the settlement of the Action. Reckitt is entering into this Agreement

solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation. The provisions contained in this Agreement and the manner or amount of relief provided to members of the Settlement Class herein shall not be deemed a presumption, concession, or admission by Reckitt of any fault, liability, or wrongdoing as to any facts or claims that have been or might be alleged or asserted in the Action or in any other action or proceeding that has been, will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received into evidence or otherwise used by any person in any action or proceeding, whether civil, criminal, or administrative, for any purpose other than as provided expressly herein.

XI. RELEASES

A. **Release by Plaintiffs and Settlement Class.** Upon the Effective Date of this Agreement, Plaintiffs and each member of the Settlement Class, and each of their successors, assigns, heirs, and personal representatives, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons. The Released Claims shall be construed as broadly as possible to effect complete finality over this litigation involving the advertising, labeling, and marketing of the Products as set forth herein.

B. **Waiver of Unknown Claims by Plaintiffs and Settlement Class.** In addition, with respect to the subject matter of this Action, by operation of entry of the Final Approval Order and Judgment, Plaintiffs and each member of the Settlement Class, and each of their respective successors, assigns, heirs, and personal representatives, expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

In addition to the foregoing, by operation of entry of the Final Approval Order and Judgment, Plaintiffs and each member of the Settlement Class shall be deemed to have waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any foreign country, and any and all principles of common law that are similar, comparable, or equivalent in substance or intent to Section 1542 of the California Civil Code.

C. **Assumption of Risk.** Plaintiffs understand that the facts upon which this Agreement is executed may hereafter be other than or different from the facts now believed by Plaintiffs and Class Counsel to be true and nevertheless agree that this Agreement and the Release shall remain effective notwithstanding any such difference in facts.

D. **Bar to Other Litigation.** To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement, including but not limited to any other action or claim that arises out of the same factual predicate or same set of operative facts as this Action.

E. **General Release By Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale.** In addition to subsections (A) through (D) above, and for the mutual avoidance of further costs, inconvenience, and uncertainties relating to this Action, Prescott, Marshall, Anello, Kittredge, Clemmons and Graciale hereby release and forever discharge the Released Persons from any and all claims (including liabilities, actions, causes of action, obligations, costs, attorneys' fees, damages, losses and demands of every character, nature, kind and source, whether legal, equitable or otherwise, including but not limited to those arising out of theories of contract, employment, or libel/slander) which are or could be asserted by Plaintiffs Prescott, Marshall, Anello, Kittredge, Clemmons, and Graciale or by a personal representative acting on their behalf. Plaintiffs Prescott, Marshall, Anello, Kittredge, Clemmons, and Graciale also represent that they have not assigned any claims which are or could be asserted by them to any third party. For clarity, this is intended to be a "general release."

XII. DISAPPROVAL, TERMINATION AND NULLIFICATION OF THIS AGREEMENT.

A. Reckitt, on the one hand, and the Plaintiffs, on the other hand, shall each have the right to terminate this Agreement if (1) the Court denies preliminary approval or final approval of this Agreement, or (2) the Final Approval Order and Judgment does not become final by

reason of a higher court reversing the Final Approval Order and Judgment, and the Court thereafter declines to enter a further order approving settlement on the terms in this Agreement. If Reckitt elects to terminate this Agreement under this section, Reckitt shall provide written notice via overnight mail and email to Class Counsel within 21 days of the occurrence of the condition permitting termination. If Plaintiffs elect to terminate this Agreement under this section, Class Counsel shall provide written notice via overnight mail and email to Reckitt's Counsel, attention Paul Garrity and Sascha Henry, within 21 days of the occurrence of the condition permitting termination.

B. Reckitt shall have the right, but not the obligation, to terminate this Agreement if, prior to the entry of the Final Approval Order and Judgment, if 250 or more members of the Settlement Class for whom the Parties have class contact information submit timely and valid requests for exclusion. If Reckitt elects to terminate this Agreement under this section, Reckitt shall provide written notice via overnight mail and email to Class Counsel on or before the entry of the Final Approval Order and Judgment.

C. If this Agreement is terminated pursuant to this Section XII, then: (1) this Agreement shall have no further force and effect and shall not be used in the Action or in any other proceeding or for any purpose, including for purposes of attempting to prove Reckitt's alleged liability, (2) the Parties will jointly make an application requesting that any judgment or orders entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, (3) this Action shall revert to the status that existed as of March 15, 2023, except that the Parties shall not seek to recover from each other any costs incurred in connection with this Agreement. If this Agreement is terminated by Class Counsel pursuant to Section XII, then Class Counsel shall refund to Reckitt any unused portion of the \$200,000.00 paid into the Settlement Fund pursuant to Section IV(A)(2)(a).

XIII. ADDITIONAL PROVISIONS

A. Plaintiffs and Class Counsel warrant and represent to Reckitt that they have no present intention of initiating any other claims or proceedings based on marketing or labeling of the Product against Reckitt or any of Reckitt's affiliates, or any entity that manufactures, distributes, or sells the Product.

B. The Parties agree that information and documents exchanged in negotiating this Agreement were done so pursuant to Federal Rule of Evidence 408, and no such confidential

information exchanged or produced by either side may be used for or revealed for any other purpose than this Agreement. This does not apply to publicly available information or documents.

C. The Parties agree to return or dispose of confidential documents and information exchanged in negotiating this Agreement consistent with their obligations under the existing Stipulated Protective Order in this Action, including its obligations under paragraph 13.

D. The Parties agree that the terms of the Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel.

E. The Parties and their respective counsel agree to use their best efforts and to cooperate fully with one another (i) in seeking preliminary and final Court approval of this settlement; and (ii) in effectuating the full consummation of the settlement provided for herein.

F. Each counsel or other person executing this Agreement on behalf of any Party hereto warrants that such person has the authority to do so.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Executed counterparts shall be deemed valid if delivered by mail, courier, electronically, or by facsimile.

H. This Agreement shall be binding upon and inure to the benefit of the settling Parties (including all members of the Settlement Class), their respective agents, attorneys, insurers, employees, representatives, officers, directors, partners, divisions, subsidiaries, affiliates, associates, assigns, heirs, successors in interest, and shareholders, and any trustee or other officer appointed in the event of a bankruptcy, as well as to all Released Persons as defined in Section II(S). The waiver by any Party of a breach of this Agreement by any other Party shall not be deemed a waiver of any other breach of this Agreement.

I. This Agreement and any exhibits attached to it constitute the entire agreement between the Parties hereto and supersede any prior agreements or understandings, whether oral, written, express, or implied between the Parties with respect to the settlement.

J. No amendment, change, or modification of this Agreement or any part thereof shall be valid unless in writing, signed by all Parties and their counsel, and approved by the Court.

K. The Parties to this Agreement each represent to the other that they have received independent legal advice from attorneys of their own choosing with respect to the advisability of making the settlement provided for in this Agreement, and with respect to the advisability of executing this Agreement, that they have read this Agreement in its entirety and fully understand its contents, and that each is executing this Agreement as a free and voluntary act.

L. Except as otherwise provided herein, all notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, by facsimile, by e-mail, or by overnight mail, as follows:

If to Counsel for Plaintiffs or Class Counsel:

Cohen Milstein Sellers & Toll PLLC
88 Pine Street, 14th Floor
New York, NY 10005
Phone: (212) 838-7797
Facsimile: (212) 838-7745
Email: ekafka@cohenmilstein.com
Attn: Eric Kafka, Esq.

If to Reckitt's Counsel:

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112
Phone: (212) 634-3057
Facsimile: (212) 655-1757
Email: pgarrity@sheppardmullin.com
Attn: Paul Garrity, Esq.

M. The titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall in no way be construed to define, limit, or extend the scope of this Agreement or the intent of any of its provisions. This Agreement shall be construed without regard to its drafter, and shall be construed as though the Parties participated equally in the drafting of it.

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

O. Plaintiffs and Class Counsel agree that no press release or comment to the press shall be made concerning the Action, or this Agreement except as may be required as part of the Notice Plan and approved by the Court. Notwithstanding the foregoing, Class Counsel may describe this Agreement in briefs filed with courts as part of an application or motion to be appointed as lead class counsel for class certification or on its website using limited to the following facts: information contained in the case caption (the parties' names, the court, the case number, and the judge's name); the product name ("Woolite detergent"); the counts presented in the Complaint and a categorical description of the theory (*e.g.*, deceptive marketing under the California Consumer Legal Remedies Act); the definition of the classes certified (*e.g.*, California purchasers), and; the size of the settlement (\$3.275 million).

IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

RECKITT BENCKISER LLC

Dated: 6/6/2023

DocuSigned by:
Eric Gilliot
By: A14F1D9B6DDD479...
Eric Gilliot
President & CEO

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: _____

By: _____
Eric Kafka
Attorney for Plaintiffs and the California
Class; the New York Class and the
Massachusetts Class

LAW OFFICES OF CHARLES
REICHMANN

Dated: _____

By: _____
Charles Reichmann
Local Counsel Attorneys for Plaintiffs

RECKITT BENCKISER LLC

Dated: _____

By: _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: June 5, 2023

By: Eric Kafka
Eric Kafka

Attorney for Plaintiffs and the California
Class; the New York Class and the
Massachusetts Class

LAW OFFICES OF CHARLES
REICHMANN

Dated: _____

By: _____

Charles Reichmann
Local Counsel Attorneys for Plaintiffs

RECKITT BENCKISER LLC

Dated: _____

By: _____

COHEN MILSTEIN SELLERS & TOLL
PLLC

Dated: _____

By: _____

Eric Kafka
Attorney for Plaintiffs and the California
Class; the New York Class and the
Massachusetts Class

LAW OFFICES OF CHARLES
REICHMANN

Dated: 6/6/2023 | 12:45 PM PDT

DocuSigned by:
By: Charles Reichmann

Charles Reichmann
Local Counsel Attorneys for Plaintiffs

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: 06/05/2023

By: *Steven Prescott*
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____

Steven Robert Prescott

Dated: 6/5/2023

By: Donovan Marshall

Donovan Marshall

Dated: _____

By: _____

Maria Christine Anello

Dated: _____

By: _____

Darlene Kittredge

Dated: _____

By: _____

Treahanna Clemmons

Dated: _____

By: _____

Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

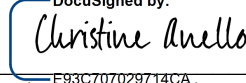
By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall
DocuSigned by:

6/6/2023 | 1:20 PM PDT

Dated: _____

By:  _____
E93C707029714CA
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

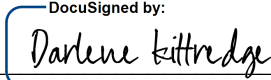
Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: 6/6/2023 | 9:48 AM PDT

By: 
Darlene Kittredge
C552BF9909B84E4...

Dated: _____

By: _____
Trehanna Clemmons

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

Dated: _____

By: _____
Darlene Kittredge

6/7/2023 | 8:27 PM PDT

Dated: _____

DocuSigned by:
Clemmons Dohanna Grace Galana
By: _____
Trehanna Clemmons
706E2C005361414

Dated: _____

By: _____
Susan Elizabeth Graciale

N. Plaintiffs submit to the jurisdiction of this Court for purposes of the implementation and enforcement of the terms of this Agreement. The Parties agree that the Released Persons may seek to enforce the releases herein against any person or entity by injunctive relief. The Court shall retain jurisdiction over the Action for purposes of implementing and enforcing this Agreement.

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IN WITNESS WHEREOF, Reckitt and Plaintiffs on behalf of themselves and the Settlement Class, intending to be legally bound hereby, have duly executed this Agreement as of the date set forth below, along with their counsel.

Dated: _____

By: _____
Steven Robert Prescott

Dated: _____

By: _____
Donovan Marshall

Dated: _____

By: _____
Maria Christine Anello

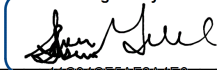
Dated: _____

By: _____
Darlene Kittredge

Dated: _____

By: _____
Trehanna Clemmons

Dated: 6/6/2023 | 12:05 PM PDT

By: 

Susan Elizabeth Graciale

LIST OF EXHIBITS

Exhibit A – claim form

Exhibit B – notice plan

Exhibit C – short form notice

Exhibit D – long form notice

Exhibit E – social media notice

Exhibit F – Reckitt’s script

EXHIBIT A

METHOD OF SUBMISSION

You can submit your completed and signed Claim Form and supporting documentation either online at www.ColorRenewClassAction.com or via U.S. Mail to the Settlement Administrator at the below address:

Prescott v Reckitt Benckiser Settlement Administrator
P.O. Box 4516
Portland, OR 97208-4516

Your submission must be submitted online or postmarked no later than Month DD, 20YY.

Questions? Visit www.ColorRenewClassAction.com or call

1-855-338-1822

EXHIBIT B

Settlement Notice Plan

Prescott, et al. v. Reckitt Benckiser, LLC, Case No. 20-cv-02101 (N.D. Cal.)

NOTICE PLANNING METHODOLOGY

1. Federal Rule of Civil Procedure 23 directs that notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort” and “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The proposed Settlement Notice Plan (“Notice Plan”) will satisfy these requirements.

2. This proposed Notice Plan is designed to reach the greatest practicable number of members of the Settlement Class. Given our experience with similar notice efforts, we expect that the proposed Notice Plan will reach at least 70% of the Settlement Class with a digital/internet notice program (digital notice and social media). The reach will be enhanced further by internet sponsored search listings, an informational release, a Settlement Website, and newspaper publication notice, which are not included in the estimated reach calculation. In my experience, the projected reach of the Notice Plan is consistent with other court-approved notice plans, is the best notice practicable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.

3. The Long Form Notice and the Summary Notice (Publication Notice) will both be available on the Settlement Website to ensure members of the Settlement Class have access to detailed information regarding their legal rights.

4. Data sources and tools commonly employed by experts in the advertising industry were used to analyze and develop the media component of the proposed Notice Plan. These resources include MRI-Simmons,² which provides statistically significant readership and product usage

¹ FRCP 23(c)(2)(B).

² MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from

data, Comscore,³ which provides similar usage data specific to online media, and Alliance for Audited Media (“AAM”)⁴ statements, which certify how many readers buy or obtain copies of publications. These tools, as applicable, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow the net (unduplicated) reach of a particular media schedule to be determined. The combined results of this analysis are used to help determine the sufficiency and effectiveness of a notice plan.

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

a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

³ Comscore is a global internet information provider for planning, transacting, and evaluating media across platforms. With a data footprint that combines digital, linear TV, OTT and theatrical viewership intelligence with advanced audience insights, Comscore allows media buyers and sellers to quantify their multiscreen behavior. A leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry’s emerging, third-party source for reliable and comprehensive cross-platform measurement.

⁴ Established in 1914 as the Audit Bureau of Circulations (“ABC”) and rebranded as Alliance for Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third-party auditing organization in the United States. It is the industry’s leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM’s Board of Directors is comprised of representatives from the publishing and advertising communities.

6. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914;⁵ 90 to 100% of media directors use reach and frequency planning;⁶ and the leading advertising and communications textbooks cite the need to use reach and frequency planning.⁷ MRI-Simmons data is used by ninety of the top one hundred media firms. Comscore is used by major holding company agencies worldwide, including Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent agencies for TV and digital media buying and planning. At least 25,000 media professionals in 100 different countries use media planning software.⁸

7. **Demographics.** In selecting media to target the Settlement Class, the demographics of likely members of the Settlement Class were analyzed. According to MRI-Simmons syndicated media research,⁹ adults in California, New York and Massachusetts who purchase Woolite have the following demographics:

- 43.2% men / 56.8% women;
- 52.1% are currently married;
- 81.6% have a household income above \$50K;
- 30.9% have a household income over \$150K;
- 27.5% have a child living at home (aged 0-17);
- 70.5% own a home; and
- 24.7% are of Spanish/Hispanic/Latino Origin or Descent.

⁵ <https://auditedmedia.com/about/who-we-are>.

⁶ See generally Peter B. Turk, Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., How Leading Advertising Agencies Perceive Effective Reach and Frequency, 14 J. ADVERTISING 32 (1985).

⁷ Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, ADVERTISING MEDIA PLANNING, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, STRATEGIC MEDIA PLANNING 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, ADVERTISING MEDIA 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, ADVERTISING MEDIA PLANNING 93 122 (4th ed. 1993); JIM SURMANEK, INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING 106-187 (1993).

⁸ For example, Telmar, founded in 1968, provides strategic targeting and media planning solutions to advertisers, agencies, data suppliers, and media sales houses. Over 25,000 media professionals in 100 countries use Telmar systems for media and marketing planning tools, including reach and frequency planning functions.

⁹ MRI-Simmons 2022 Survey of the American Consumer®.

NOTICE PLAN DETAIL

8. According to the *Class Settlement Agreement*, the “Settlement Class” is defined as the following persons:

- **California Class:** All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- **New York Class:** All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- **Massachusetts Class:** All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Media Plan Summary

9. The Media Plan includes various forms of notice including a digital/internet notice program (digital notice and social media), internet sponsored search listings, an informational release, and newspaper publication notice. The combined measurable reach of the overall proposed Notice Plan, including a comprehensive Media Plan (accounting for digital notice and social media only) is 70% of Adults, Aged 18+ in California, New York, and Massachusetts who have purchased Woolite laundry detergent, an average of 3.9 times each. “Reach” refers to the estimated percentage of the unduplicated audience exposed to the notice. “Frequency,” in contrast, refers to how many times, on average, each member of the target audience had the opportunity to view the notice. The reach will be enhanced further by internet sponsored search listings, an informational release, a Settlement Website, and newspaper publication notice.

Internet Digital Notice Campaign

10. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of a class action settlement. According to MRI-Simmons data, 97.6% of all adults

in California, New York and Massachusetts who purchase Woolite are online and 84.8% of all adults in California, New York and Massachusetts who purchase Woolite use social media.¹⁰

11. The proposed Notice Plan includes targeted digital advertising on the selected advertising networks *Google Display Network* and the *Yahoo Audience Network*, which together represent thousands of digital properties across all major content categories. Banner Notices will be targeted to selected target audiences and are designed to encourage participation by members of the Settlement Class—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Banner Notices will use language from the Long Form Notice headline, which will allow users to identify themselves as potential members of the Settlement Class.

12. The Banner Notices will also be placed on the social media sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 179.6 million users¹¹ and *Instagram* has 120 million active users in the United States.¹²

13. The size and placement of Banner Notices is important to the effectiveness of the Banner Notices. On the *Google Display Network* and the *Yahoo Audience Network*, *Facebook*, and *Instagram*, the Banner Notices will appear in the following size formats:

Google Display Network and Yahoo Audience Network

- Half-Page Banner: 300x600 – A top performing ad size. Although half-page ads do not use half of the page, this is a larger ad size that performs well in communicating information.
- Billboard Banner: 970x250 – This is a large horizontal ad size that stands out at the top of website pages.
- Leaderboard Banner: 728x90 – This is often a top performing ad size. This ad size can often appear in prime positions on websites, like at the top of a website page.

¹⁰ MRI-Simmons 2022 Survey of the American Consumer®.

¹¹ <https://www.statista.com/statistics/268136/top-15-countries-based-on-number-of-facebook-users/>.

¹² <https://www.statista.com/topics/1882/instagram/#topicOverview>.

- Medium Banner: 300x250 – Due to its smaller size this ad unit can be placed within the text of articles and other content.

Facebook and Instagram

- Newsfeed – The size of this ad allows the ad to appear directly in user’s *Facebook* and/or *Instagram* account feeds among the posts.
- Right-Hand Column (*Facebook* only) – These ads are a desktop-only format. The ads appear most commonly in the right-hand column of *Facebook* pages.

14. The Banner Notices will be distributed to a variety of target audiences, including those relevant to individuals’ demonstrated interests and/or likes. All Banner Notices will appear on desktop, mobile, and tablet devices. Banner Notices on *Google Display Network* and the *Yahoo Audience Network*, *Facebook*, and *Instagram* will be geo-targeted to audiences in the states of California, New York, and Massachusetts to reach members of the Settlement Class in those states. In addition, Banner Notices on *Google Display Network* will be displayed nationwide to reach members of the Settlement Class who no longer reside in the states of California, New York, or Massachusetts. Banner Notices will also be targeted (remarketed) to people who click on a Banner Notice.

15. More details regarding the target audiences, distribution, specific ad sizes of the Banner Notices, and the number of planned impressions are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	A18+	California	300x600, 970x250, 728x90 & 300x250	9,965,055
<i>Google Display Network</i>	Custom Affinity ¹³ : Woolite Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Google Display Network</i>	Custom Intent ¹⁴ : Woolite Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791

¹³ Custom Affinity Audiences allow Banner Notices to be targeted to specific website content, here meaning websites, blogs, etc. that include Woolite laundry detergent.

¹⁴ Custom Intent Audiences allow Banner Notices to be targeted to specific individuals who have searched and/or researched these specific topics.

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Yahoo! Audience Network</i>	A18+	California	300x600, 970x250, 728x90 & 300x250	10,421,701
<i>Facebook</i>	A18+	California	Newsfeed & Right Hand Column	5,427,752
<i>Facebook</i>	Interest: Woolite	California	Newsfeed & Right Hand Column	4,070,814
<i>Facebook</i>	Interest: Laundry Detergent	California	Newsfeed & Right Hand Column	4,070,814
<i>Instagram</i>	A18+	California	Newsfeed	2,064,311
<i>Instagram</i>	Interest: Woolite	California	Newsfeed	1,548,233
<i>Instagram</i>	Interest: Laundry Detergent	California	Newsfeed	1,548,233
<i>Google Display Network</i>	A18+	New York	300x600, 970x250, 728x90 & 300x250	7,520,229
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Yahoo! Audience Network</i>	A18+	New York	300x600, 970x250, 728x90 & 300x250	11,477,434
<i>Facebook</i>	A18+	New York	Newsfeed & Right Hand Column	4,283,993
<i>Facebook</i>	Interest: Woolite	New York	Newsfeed & Right Hand Column	3,212,995
<i>Facebook</i>	Interest: Laundry Detergent	New York	Newsfeed & Right Hand Column	3,212,995
<i>Instagram</i>	A18+	New York	Newsfeed	1,429,617
<i>Instagram</i>	Interest: Woolite	New York	Newsfeed	1,072,213
<i>Instagram</i>	Interest: Laundry Detergent	New York	Newsfeed	1,072,213
<i>Google Display Network</i>	A18+	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,414,383

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Yahoo! Audience Network</i>	A18+	Massachusetts	300x600, 970x250, 728x90 & 300x250	2,792,888
<i>Facebook</i>	A18+	Massachusetts	Newsfeed & Right Hand Column	1,163,519
<i>Facebook</i>	Interest: Woolite	Massachusetts	Newsfeed & Right Hand Column	872,639
<i>Facebook</i>	Interest: Laundry Detergent	Massachusetts	Newsfeed & Right Hand Column	872,639
<i>Instagram</i>	A18+	Massachusetts	Newsfeed	397,407
<i>Instagram</i>	Interest: Woolite	Massachusetts	Newsfeed	298,055
<i>Instagram</i>	Interest: Laundry Detergent	Massachusetts	Newsfeed	298,055
Total CA, NY & MA				137,207,187
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
Total Nationwide				2,671,200

16. Combined, more than 137.2 million impressions will be generated by the Banner Notices geo-targeted in the states of California, New York, and Massachusetts, and more than 2.67 million impressions will be generated by the Banner Notices displayed nationwide.¹⁵ The Banner

¹⁵ The third-party ad management platform, ClickCease, will be used to audit any digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time

Notices will run for approximately 31 days. Clicking on the Banner Notices will link the readers to the Settlement Website, where they can easily obtain detailed information about the Settlement.

Sponsored Search Listings

17. To facilitate locating the Settlement Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google, Yahoo!* and *Bing*. When search engine visitors search on selected common keyword combinations related to the case, the sponsored search listing created for the Settlement will be generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be geo-targeted within the states of California, New York, and Massachusetts. All sponsored search listings will link directly to the Settlement Website.

Informational Release

18. To build additional reach and extend exposures, a party-neutral Informational Release will be issued nationwide over *PR Newswire* to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as approximately 4,500 websites, online databases, internet networks, and social networking media.

19. The Informational Release will include the address of the Settlement Website and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond what will be provided by the paid media.

CLRA Publication Notice

20. Since this matter includes claims under the California Consumer Legal Remedies Act ("CLRA"), the notice provision of Government Code section 6064 may apply. It provides that "[p]ublication of notice pursuant to this section shall be once a week for four successive weeks. Four

ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

publications in a newspaper regularly published once a week or oftener, with at least five days intervening between the respective publication dates not counting such publication dates, are sufficient.” Cal. Gov’t Code § 6064. Pursuant to Government Code section 6064, the proposed Notice Plan will include four insertions over four weeks in the San Francisco (including San Jose) regional edition of *USA Today*.

Settlement Website

21. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. The Settlement Website will contain relevant documents and information including: (i) information concerning the deadlines to file a Claim Form, opt-out, or object, and the dates and locations of relevant Court proceedings; (ii) the toll-free telephone number applicable to the Settlement; and (iii) documents, including the Complaint, Class Notice (Long Form Notice and Summary Notice) in English and Spanish, Claim Form, Motion for Preliminary Approval, and Preliminary Approval Order (once granted), and once filed, the Motion for Attorneys’ Fees, Expenses and Services Awards, Motion for Final Approval, and any other relevant Court documents. In addition, the Settlement Website will include answers to frequently asked questions (“FAQs”), instructions for how members of the Settlement Class may opt-out (request exclusion) or object, contact information for the Settlement Administrator, and how to obtain other case-related information. Members of the Settlement Class will also be able to file a Claim Form on the Settlement Website. The Settlement Website address will be prominently displayed in all notice documents.

Toll-free Telephone Number and Postal Mailing Address

22. A toll-free telephone number will be established and will be available to members of the Settlement Class once implementation of the Notice Plan has commenced. Callers will be able to hear an introductory message and will have the option to learn more about the Settlement in the form of recorded answers to FAQs. Callers will also have an option to request a Long Form Notice by mail. The toll-free telephone number will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

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

EXHIBIT C

If you purchased Woolite laundry detergent in California, New York, or Massachusetts with “Color Renew” and/or “revives colors” on the label, you may be eligible to receive a cash payment from a class action settlement.

A federal court has authorized this Notice.

It is not a solicitation from a lawyer. You are not being sued.

La información proporcionada en este aviso está disponible en español en www.ColorRenewClassAction.com.

A settlement has been reached in a class action lawsuit against Reckitt Benckiser LLC (“Reckitt”). Plaintiffs allege that Reckitt misrepresented that its Woolite Gentle Cycle and Woolite Darks laundry detergents renewed and/or revived the color in clothing. Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so. The Court has not made any determination as to who is right.

Who is Included?

You are a member of a “Settlement Class” if you are any one of the following:

- California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Woolite Delicates is not part of this settlement.

What does the Settlement Provide?

Reckitt has agreed to create a Settlement Fund of \$3,275,000. Cash payments from the Settlement Fund will be paid to members of the Settlement Class who submit timely, valid, and approved claims. Attorneys’ fees and expense reimbursement awarded by the court, service awards for class representative awarded by the court, costs and expenses associated with class notice and administration of the settlement, and any necessary taxes will also be deducted from the Settlement Fund. To file a claim for a cash payment, you must submit a Claim Form. Claim Forms may be submitted online at www.ColorRenewClassAction.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 1-855-338-1822.

Your Rights and Options.

Members of the Settlement Class seeking a cash payment must complete and submit a timely, valid Claim Form. Your Claim Form must be **postmarked or submitted online on or before Month DD, 20YY**. You can also exclude yourself from, or object to the Settlement on or before **Month DD, 20YY**. If you do not exclude yourself from the Settlement, you give up any right to sue Reckitt and Released Persons about the claims that are released by the Settlement Agreement, even if you have litigation pending against the Defendant. **A summary of your rights under the Settlement and instructions regarding how to submit a claim, exclude yourself, or object are available at www.ColorRenewClassAction.com.**

The Court will hold a Final Approval Hearing on **Month DD, 20YY**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel’s application for attorneys’ fees, expenses, and the Service Awards to class representatives. The Court will also listen to people who have asked to speak at the hearing. You may attend the Hearing at your own expense, or you may also pay your own lawyer to attend, but it is not necessary.

Want More Information?

This notice is a summary. Additional details are available at www.ColorRenewClassAction.com or by calling toll-free 1-855-338-1822.

EXHIBIT D

If you purchased Woolite laundry detergent in California, New York, or Massachusetts with “Color Renew” and/or “revives colors” on the label, you may be eligible to receive a cash payment from a class action settlement.

SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB
A federal court has authorized this Notice. This is not a solicitation from a lawyer.

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

- A settlement has been reached in a class action lawsuit against Reckitt Benckiser LLC (“Reckitt” or “Defendant”).
- Plaintiffs allege that Reckitt misrepresented that its Woolite Gentle Cycle and Woolite Darks laundry detergents renewed and/or revived the color in clothing. Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so. The Court has not made any determination about who is right.

You are a member of a “Settlement Class” if you are any one of the following:

- California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.
- Woolite Delicates is not part of this settlement.
- The Settlement will provide cash payments from a Settlement Fund to members of the Settlement Class who submit a timely, valid, and approved Claim Form. If you are a member of the Settlement Class, you will need to file a Claim Form by the deadline to receive a cash payment. The amount of the cash payments will depend on the number of valid Claim Forms filed.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a cash payment is to submit a valid Claim Form.	Month DD, 20YY
EXCLUDE YOURSELF	Get no cash payment and keep any right to file your own lawsuit against the Defendant and Released Persons about the legal claims in this case that are released by the Settlement Agreement.	Month DD, 20YY
OBJECT	Tell the Court why you do not like the Settlement. You will still be bound by the Settlement if the Court approves it, and you may still file a Claim Form for a cash payment.	Month DD, 20YY
DO NOTHING	Get no cash payment. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys’ fees and expenses. No cash payments will be provided to members of the Settlement Class unless the Court approves the Settlement, and it becomes final.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

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BASIC INFORMATION

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

1. Why is this Notice being provided?

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

The Honorable Beth Labson Freeman of the United States District Court, Northern District of California, is overseeing this class action. The case is known as *Steven Prescott, et al. v. Reckitt Benckiser LLC*, and the case number is 20-cv-02101-BLF. The people who filed this lawsuit are called Plaintiffs, and the company they sued is Reckitt Benckiser LLC.

2. What is this lawsuit about?

Plaintiffs allege that Reckitt violated certain laws by claiming that the Woolite detergents renewed and/or revives colors in clothing. Plaintiffs allege that these representations were false because Woolite laundry detergent does not renew or revive colors in clothing. Plaintiffs allege that consumers paid more than the value of the detergent. Plaintiffs bring claims for: (1) violation of California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et. seq.*, (2) violation of California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et. seq.*, (3) Quasi-Contract claim for restitution under California law, (4) violation of New York General Business Law § 349 *et. seq.*, (5) violation of New York General Business Law § 350 *et. seq.*, and (6) violation of Massachusetts General Law Chapter 93A.

Reckitt denies Plaintiffs' allegations because Woolite Gentle Cycle and Darks laundry detergents contained the technology to renew and revive colors. Reckitt contends that the detergents worked to renew and revive colors and that consumers did not overpay for the detergents. By entering into the Settlement, Reckitt is not admitting that it did anything wrong.

3. Why is the lawsuit a class action?

In a class action, one or more people called Class Representatives sue on behalf of other people who have similar claims. The people together are a class or class members. One court resolves the issues for all class members.

On July 14, 2022, the Court determined that this case could proceed as a class action. This was not a determination about the merits of the claims, only that Plaintiffs may seek to prove their claims on behalf of the California, New York, and Massachusetts classes.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or the Defendant. Instead, both sides have agreed to a settlement. That way, they avoid the delay, risk, and cost of further litigation and a trial. Plaintiffs and the attorneys for the Settlement Class ("Class Counsel") believe the Settlement is best for all members of the Settlement Class because of the benefits from the Settlement compared to the risks and uncertainty associated with continued litigation.

WHO IS INCLUDED IN THE SETTLEMENT

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

You are a member of a “Settlement Class” if you are any one of the following:

- California Class: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- New York Class: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- Massachusetts Class: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Woolite Delicates is not part of this settlement.

Excluded from the Settlement Class are: (a) Reckitt, any entity in which Reckitt has a controlling interest, Reckitt’s officers, directors, legal representatives, successors, subsidiaries and assigns; (b) any judge, justice or judicial officer presiding over this action or settlement conferences and the members of their immediate families and staff; and (c) any person who timely and properly excludes himself or herself from the Settlement Class in accordance with Section VII(B) of the Settlement Agreement or as approved by the Court.

6. Which Products are included in the Settlement?

The Settlement only includes Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors.” Woolite Delicates is not part of this settlement.

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 member of the Settlement Class, you may go to the Settlement Website at www.ColorRenewClassAction.com, call the Settlement Administrator toll-free at 1-855-338-1822 or send an email to xxxx@xxxxxxxxxxx.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

As a result of the Settlement, Reckitt has agreed to create a Settlement Fund of \$3,275,000.

Cash payments from the Settlement Fund will be paid to members of the Settlement Class who submit timely, valid, and approved claims as described below.

The following items will be also deducted from the Settlement Fund: attorneys’ fees and expense reimbursement awarded by the Court, Service Awards for class representative awarded by the Court, costs and expenses associated with class notice and administration of the settlement, and any necessary taxes.

9. What can I get from the Settlement?

Members of the Settlement Class are eligible to receive a cash payment. To be eligible for a cash payment, you must submit a timely, valid Claim Form by the claim filing deadline.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

Claim Forms for as many as three bottles of the Product claimed on the Claim Form will be eligible for a cash payment *without* providing proof of purchase. Additional bottles of the Product claimed on the Claim Form must include proof of purchase to be eligible for a cash payment.

Cash payments will be paid for timely, valid Claim Forms via check or electronic transfer by the Settlement Administrator. The cash payments will be a *pro rata* share (a legal term meaning an equal share) based upon each Claim Form, the total number of valid Claim Forms, and the number of Products purchased. The actual amount paid to each member of the Settlement Class who submits a timely, valid Claim Form will not be determined until after the Claim Form filing deadline has passed and the number of Products purchased by the member of the Settlement Class and the total amount of valid Claim Forms submitted is determined. Cash payments will not be provided to members of the Settlement Class unless the Court approves the Settlement, and it becomes final.

Using reasonable assumptions, it is currently estimated that members of the Settlement Class who submit a timely and valid Claim Form will receive an approximately \$5.00 cash payment for each Product that is claimed. This approximate cash payment amount per Product is only an estimate. The actual cash payment amount per Product may be more or less than this amount depending on the costs of the Settlement, the number of timely and valid Claim Forms received from members of the Settlement Class, and the total number of Products claimed.

10. What am I giving up to receive a cash payment or stay in the Settlement Class?

Unless you exclude yourself, you will remain in the Settlement Class. If the Settlement is approved and becomes final, all 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 the Defendant and Released Persons about the legal claims in this case that are released by the Settlement Agreement. The rights you are giving up are discussed in the Settlement Agreement.

11. Where can I find out about the rights that I give up if I stay in the Settlement Class?

The rights that you give up if you stay in the Settlement Class are discussed in the Settlement Agreement in section XI (titled "Releases"), section II(R) (titled "Released Claims"), and section II(S) (titled "Released Persons") describes the settlements' release, the Released Claims, and the Released Persons in necessary legal terminology. Please read these sections carefully.

The Settlement Agreement is available at www.ColorRenewClassAction.com. For questions regarding the Releases or what they mean, you can also contact the lawyer listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

12. How do I file a Claim Form for a cash payment?

To file a claim for a cash payment, you must submit a timely, valid Claim Form. Your Claim Form must be postmarked or submitted online on or before **Month DD, 20YY**.

Claim Forms may be submitted online at www.ColorRenewClassAction.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 1-855-338-1822 or by writing to: Woolite Color Renew Class Action, c/o Epiq, P.O. Box 4516, Portland, OR 97208-4516. The quickest way to file a Claim Form is online.

13. 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 at:

Woolite Color Renew Class Action
c/o Epiq
P.O. Box 4516
Portland, OR 97208-4516
xxxx@xxxxxxxxxxx
1-855-338-1822

14. When will I receive my cash payment?

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

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

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this case?

Yes, the Court has appointed Cohen Milstein Sellers & Toll PLLC as Class Counsel to represent the members of the Settlement Class. You will not be charged for Cohen Milstein's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award attorneys' fees of up to \$982,500 (30% of the Settlement Fund) and reimbursement of up to \$400,000 for litigation expenses that Class Counsel has incurred. Class Counsel will also ask the Court to approve Service Awards of up to \$60,000 (\$10,000 to each of the named class representatives for participating in this litigation for their efforts in achieving the Settlement). If awarded by the Court, these attorneys' fees, expenses, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts for attorneys' fees, expenses, and Service Awards. These amounts have already been accounted for in projecting the approximately \$5.00 cash payment that members of the Settlement Class may receive for each Product that is claimed on a timely, valid Claim Form. Again, this approximate cash payment amount per Product is only an estimate. The actual cash payment amount per Product may be more or less than this amount depending on the costs of the Settlement, the number of timely and valid Claim Forms received from members of the Settlement Class, and the total number of Products claimed.

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

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a cash payment from this Settlement, but you instead want to keep the right to sue or continue to sue the Defendant, on your own, about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

17. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- The case name *Prescott v. Reckitt Benckiser LLC*, No. 5:20-cv-02101-BLF (N.D. Cal.);
- Your name, address, telephone number, and email address (if available); and
- A clear statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in *Prescott v. Reckitt Benckiser LLC*, No. 5:20-cv-02101-BLF (N.D. Cal).”

The exclusion request must be sent to the Settlement Administrator at the following address **postmarked by Month DD, 20YY**:

Woolite Color Renew Class Action
Attn: Exclusions
P.O. Box 4516
Portland, OR 97208-4516

You cannot exclude yourself by telephone or by email, and you cannot opt out on behalf of anyone else.

18. If I exclude myself, can I still get a cash payment from the Settlement?

No. If you exclude yourself, you will not receive any money from this settlement. You can only get a cash payment if you stay in the Settlement and submit a valid Claim Form.

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

No. Unless you exclude yourself, you give up any right to sue the Defendant and Released Persons about the claims that are released by the Settlement Agreement, even if you have litigation pending against the Defendant. You must exclude yourself from *this* Settlement Class to continue your lawsuit. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. 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 cash payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.

Any objection to the 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:

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

- (a) clearly identify the case name and number (*Prescott v. Reckitt Benckiser LLC*, Case No. 5:20-cv-02101-BLF);
- (b) include your signature as the objecting member of the Settlement Class (and the signature of your attorney, if individually represented, including any former or current counsel who may be entitled to compensation for any reason related to the objection);
- (c) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113; and
- (d) be filed or postmarked on or before **Month DD, 20YY**.

Any Settlement Class Member who does not file and serve a timely, written objection will not be allowed to object to the Settlement and will be barred from seeking any review of the Settlement or the terms of the Agreement by any means, including but not limited to an appeal.

Class Counsel and/or Defendant have the right, but not the obligation, to respond to any objection no later than seven (7) days prior to the Final Approval Hearing. The Party responding must file a copy of the response with the Court, and serve a copy, by regular mail, hand or overnight delivery, to the objecting member of the Settlement Class or to the individually hired attorney for the objecting member of the Settlement Class; to Class Counsel; and to Defendant's Counsel.

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

Objecting is simply telling the Court you do not like something about the Settlement or requested attorneys' fees and expenses. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

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

The Court will hold a Final Approval Hearing on **Month DD, 20YY, at x:xx x.m.** before the Honorable Beth Labson Freeman, United States District Judge for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, in Courtroom 3 – 5th Floor.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, expenses, and the Service Awards to 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.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via Zoom or telephonically. You should check the Settlement Website (www.ColorRenewClassAction.com) or the Court's Public Access to Court Electronic Records (PACER) system to confirm the date of the Final Approval Hearing has not changed. Instructions on how to access the Court's PACER site are included in Question 26, below.

23. Do I have to attend 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 attend the Final Approval Hearing to talk about it. As long as you file your written objection on time the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, and you file an objection, you can (but do not have to) participate and speak for yourself in this litigation and Settlement. This is called making an appearance. You also may have your own lawyer speak for you at the hearing, but you will have to pay for the lawyer yourself. You may also appear at the Final Approval Hearing without submitted a written objection upon a showing of good cause.

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you in at the hearing, you must send a letter saying that it is your “Notice of Intention to Appear in *Prescott v. Reckitt LLC*, No. 5:20-cv-02101-BLF (N.D. Cal.)” Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be **postmarked** by **Month DD, 20YY**, and be sent to the Court at:

Office of the Clerk
United States District Court,
Northern District of California
450 Golden Gate Ave
San Francisco, CA 94102-3489

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a member of the Settlement Class and you do nothing, you will not receive a cash payment. You will give up your rights as explained in the “Excluding Yourself from the Settlement” section of this Notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant and Released Persons about the legal claims that are released by the Settlement Agreement.

GETTING MORE INFORMATION

26. How do I get more information?

You can email the settlement administrator at xxxx@xxxxxxxxxxx or call 1-855-338-1822 toll free. You can also visit the website at www.ColorRenewClassAction.com, which will include a list of keys deadlines and have links to the class notices, claim form, preliminary approval order, motions for preliminary and final approval and attorneys’ fees, and other important documents in the case.

This Notice summarizes the Settlement. For the precise terms of the Settlement, please see the Settlement Agreement available at www.ColorRenewClassAction.com, by contacting Class Counsel at the contact information listed below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

Questions? Go to www.ColorRenewClassAction.com or call 1-855-338-1822

To learn about PACER and register for a PACER account, go to <https://www.Pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the Action at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>.

You can also access and retrieve documents from the Court's docket by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 280 South 1st Street, San Jose, CA 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions, you may also contact Class Counsel at:

Eric A. Kafka
COHEN MILSTEIN SELLERS & TOLL PLLC
88 Pine Street, 14th Floor
New York, NY 10005
Telephone: (212) 838-7797
ekafka@cohenmilstein.com

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
REGARDING THIS NOTICE, THE SETTLEMENT OR THE CLAIM PROCESS.**

EXHIBIT E

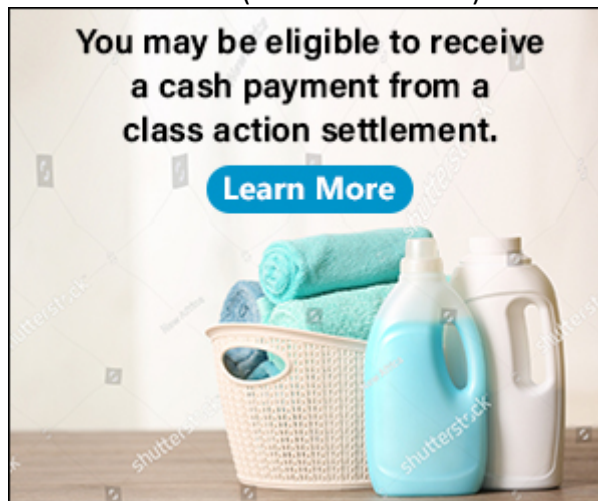
Prescott v. Reckitt Benckiser LLC (Woolite)

Banner Advertisement
300x250 Online Display Banner

Frame 1 (Visible 8 seconds):



Frame 2 (Visible 7 seconds):



Prescott v. Reckitt Benckiser LLC (Woolite)

Facebook Newsfeed (Static)

A screenshot of a Facebook newsfeed post. At the top left is the 'epiq' logo with 'Epiq Sponsored' below it. To the right are three dots and a close icon. The main text reads: 'Purchased Woolite detergent in CA, NY, or MA with "Color Renew" and/or "revives color" on the label? You could receive a cash payment.' Below the text is a large image of a laundry basket with folded towels and two bottles of Woolite detergent (one blue, one white). At the bottom left is the URL 'www.colorrenewclassaction.c...' and the text 'Woolite Class Action Settlement'. To the right of this is a 'Learn more' button. At the very bottom are icons for 'Like', 'Comment', and 'Share'.

Facebook Right Hand Side (Static)

A screenshot of a Facebook right-hand side advertisement. It features a small image of a laundry basket with towels and detergent bottles. To the right of the image, the text reads: 'Woolite Class Action Settlement' followed by the website 'www.colorrenewclassaction.com'.

Instagram Newsfeed (Static)

A screenshot of an Instagram newsfeed post. At the top is the 'Instagram' logo. Below it is the 'epiq' logo with 'epiq.global Sponsored' to its right. The main image is the same laundry basket and detergent bottles as seen in the Facebook post. Below the image is a 'Learn more' link with a right-pointing arrow. At the bottom are icons for heart, comment, share, and bookmark. Below these icons is the text: 'epiq.global Purchased Woolite detergent in CA, NY, or MA? You could receive a cash payment.'

EXHIBIT F

Script for Fielding Calls Regarding the Class Action Settlement Notice

1. Introduction

Thank you for taking the time to call and inquire about the notice.

Unfortunately, because this is on-going litigation, the company is not free to comment on it. You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com).

2. Questions About The Product At Issue

The lawsuit relates only Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives color”. Woolite Delicates is not part of the lawsuit.

You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com).

3. Questions About The Allegations

The plaintiffs alleged that Reckitt misrepresented that certain Woolite laundry detergents renewed and/or revived the color in clothing. Woolite Delicates is not part of the lawsuit.

Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so.

Reckitt has agreed to the Settlement to avoid the expense and uncertainties associated with continuing the case.

The Court has not decided which side is right.

There are no allegations in this lawsuit that anyone was injured by the product.

This is not a product recall.

You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com).

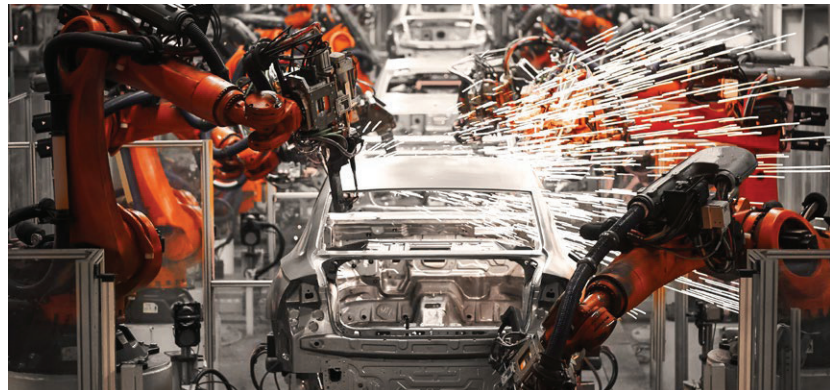
4. Questions About The Settlement

You are welcome to contact the claims administrator with any questions. The claims administrator can be reached through the website [www.ColorRenewClass Action.com](http://www.ColorRenewClassAction.com). Woolite Delicates is not part of the lawsuit.

EXHIBIT 2

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Inside Counsel

“Class action powerhouse.”

Forbes

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| About the Firm

We are trailblazers in plaintiff-side and class action litigation, handling groundbreaking cases resulting in landmark decisions involving antitrust, securities, consumer rights, civil rights, and other far-reaching matters.

We fight corporate abuse by pursuing litigation on behalf of individuals, investors, whistleblowers, small businesses, and other institutions in lawsuits that have raised significant and often novel legal issues.

With more than 100 attorneys in 10 practice areas in eight offices across the country, including Boston, Chicago, Minneapolis, New York, Palm Beach Gardens, Philadelphia, Raleigh, and Washington, we are recognized as one of the largest and most diversified plaintiffs' firms in the country.

We regularly litigate complex matters across a wide range of practice areas:

- Antitrust
- Civil Rights & Employment
- Complex Tort Litigation
- Consumer Protection
- Employee Benefits / ERISA
- Ethics and Fiduciary Counseling
- Human Rights
- Public Client
- Securities Litigation & Investor Protection
- Whistleblower/False Claims Act

In 2023, *Law360* recognized three of our practices as a "2022 Practice Group of the Year" in the areas of employee benefits, competition, and securities law. In 2022, *The National Law Journal* named the firm "Consumer Protection Law Firm of the Year" and "Discrimination Law Firm of the Year." *Chambers USA* and *Legal 500* have also consistently recognized Cohen Milstein as a "Top Tier Firm" and "Leading Firm" in antitrust, securities litigation, product liability, mass torts, and class actions. The firm has also been named among "The Best Law Firms for Female Attorneys" in *Law360's* 2022 "Glass Ceiling Report."

Our attorneys, individually, are also heralded as among the top in their practices by peer-reviewed surveys and industry organizations, such as American Antitrust Institute, *The American Lawyer*, *Benchmark Litigation*, *Chambers USA*, *Global Competition Review*, *Law360*, *Lawdragon*, *Legal 500*, and *The National Law Journal*.

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| Consumer Protection

We are at the forefront of protecting consumers across the United States from corporate malfeasance, including false and misleading advertising, warranty violations, personal data theft, fraudulent billing, and other types of unfair or deceptive business practices.

Our primary objective is to protect consumer rights through class actions under federal and state laws, bringing a full measure of justice to consumers, while holding corporate wrongdoers responsible. Some of our cases have achieved historic settlements, while others have established historical legal precedent in consumer law.

Nationally Recognized

We have received numerous accolades for our work in consumer law:

- *The National Law Journal* – Consumer Protection Practice of the Year (2018, 2022)
- Law360 – Practice Group of the Year – Class Action (2017, 2020, 2021)
- Law360 – Practice Group of the Year – Consumer Protection (2018, 2019)

Our Practice

We represent individuals and small businesses in state and federal consumer class actions, spanning all industries.

The scope of our practice includes, but is not limited to:

- Breach of Data Privacy
- Unfair Business Practices, including False Advertising and Deceptive Marketing
- Automotive and Product Defects
- Healthcare Fraud

Our People

Several of our team members hail from distinguished, senior leadership roles in consumer protection law, including the former Deputy Associate Attorney General of the U.S. Department of Justice and a former president of Public Justice, the nation's foremost not-for-profit plaintiffs' foundation, which leads social advocacy and corporate reform through precedent-setting class actions and trials.

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| Our Cases

We are often involved in cutting-edge cases, many of which we have had the unique honor of being court appointed Lead or Co-lead Counsel, including:

- ***LLE One, LLC, et al. v. Facebook (N.D. Cal.)*** – On June 26, 2020, the Court granted final approval of a \$40 million settlement in a consolidated, consumer class action against Facebook for allegedly disseminating inflated video metrics – as much as 150% - 900% – to advertisers. Plaintiffs' allegations against Facebook include violations of California's Unfair Competition Law (§ 17200), breach of implied duty to perform with reasonable care, as well as fraud.
- ***In re Equifax, Inc., Customer Data Security Breach Litigation (N.D. Ga.)*** – On December 19, 2019 the Court granted final approval a landmark \$1.5 billion settlement concluding this data breach class action affecting more than 147 million people in the U.S. The settlement consists of a record-breaking \$425 million in monetary and injunctive benefits and requires Equifax to spend \$1 billion to upgrade its security and technology. Cohen Milstein was on the Plaintiffs' Steering Committee and was Co-Chair of the Expert Committee.
- ***In Re Lumber Liquidators Chinese-Manufactured Laminate Flooring Products Marketing, Sales Practices and Products Liability Litigation (E.D. Va.)*** – On October 9, 2018, the Court granted final approval of a \$36 million settlement that ends this multidistrict product liability and consumer litigation against Lumber Liquidators, the largest specialty retailer of hardwood flooring in North America. Plaintiffs alleged that Lumber Liquidators falsely labelled and made false statements that its Chinese-manufactured laminate flooring, sold between January 1, 2009 and May 31, 2015, complied with California Air Resource Board's (CARB) formaldehyde emissions limits. "60 Minutes" aired two investigative stories into these allegations. Cohen Milstein was Co-Lead Counsel in this nationwide class action.
- ***In Re Anthem, Inc. Data Breach Litigation (N.D. Cal.)*** – On August 16, 2018, the Court granted final approval to a \$115 million settlement – the largest data breach settlement in U.S. history – ending claims that Anthem Inc., one of the nation's largest for-profit managed health care companies, put 79 million consumers' personal information, including social security numbers and health date, at risk in a 2015 data breach. Cohen Milstein was Co-Lead Counsel in this watershed nationwide class action.
- ***Herrera, et al. v. JFK Medical Center LP et al. (M.D. Fla.)*** – On December 14, 2018, Cohen Milstein secured final approval of a \$220 million injunctive relief settlement from Florida-based HCA hospitals for patients who were allegedly overcharged for emergency X-rays and CT scans provided after they suffered an automobile accident and covered in part by their mandatory Florida Personal Injury Protection (PIP) insurance. Cohen Milstein was Lead Counsel in this state-wide litigation.
- ***In re: Caterpillar, Inc. Engine Products Liability Litigation (D.N.J.)*** – On September 20, 2016, the Court granted final approval of a \$60 million settlement, ending a consolidated class action lawsuit brought by 22 trucking and transportation firms and individuals in 18 states who had purchased or leased vehicles powered by defective MY2007 CAT engines,

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heavy-duty, on-highway diesel engines designed and manufactured by Caterpillar. Cohen Milstein was Co-Lead Counsel in this multi-state class action.

- ***Khoday et al v. Symantec Corp. et al. (D. Minn.)*** – In April 2016, the Court granted final approval of a \$60 million all-cash deal one month before this certified class action was about to go to trial – one of the most significant consumer settlements in years – against Symantec, Corp. and Digital River, Inc. regarding the marketing of a re-download service in conjunction with the sale of Norton software. Cohen Milstein was Lead Counsel in this nationwide class action.
- ***BK Trucking Co., et al. v. PACCAR, Inc. et al. (D.N.J.)*** – On August 20, 2015, Cohen Milstein and co-counsel filed a putative class action against PACCAR, the third-largest manufacturer of medium- and heavy-duty trucks in the world, and its subsidiaries, Kenworth Truck Company and Peterbilt Motors for breach of warranty and other products liability and unfair business practices related to the manufacture and sale of its 2010 PACCAR MX-13 diesel engines, which include a specially designed and defective emissions control unit, which causes engine power loss and shut downs, impeding commerce.

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Eric A. Kafka, Partner

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f: 212.838.7745

ekafka@cohenmilstein.com

Practice Areas

- Consumer Protection
- **Admissions**
- New York
- Missouri
- **Education**
- Columbia University School of Law, J.D., 2014
- Yale University, B.A., 2008

Eric A. Kafka is a partner in Cohen Milstein's Consumer Protection practice.

Mr. Kafka is a tireless advocate for consumers and represents plaintiffs in a wide range of consumer class actions, including false advertising, data breach, privacy, and product liability class actions.

Mr. Kafka is a member of both the American Association for Justice (AAJ) and Public Justice and he serves as the Secretary for the AAJ's Class Action Litigation Section. Mr. Kafka also serves on Public Justice's Class Action Preservation Committee.

Currently, Mr. Kafka is litigating the following notable matters:

- **Prescott, et al. v. Reckitt Benckiser LLC (N.D. Cal.):** Mr. Kafka serves as Lead Counsel in the Prescott matter. On July 29, 2022, the court granted class certification for California, New York, and Massachusetts classes. In this false advertising consumer protection class action, Plaintiffs allege that Woolite laundry detergent "Color Renew" and "revives colors" representation is false and misleading because Woolite does not renew or revive color in clothing.
- **DZ Reserve et al. v Facebook (N.D. Cal.):** Cohen Milstein represents advertisers who claim that Facebook's Potential Reach metric is false and misleading due to systemic inflation of the Potential Reach. The court granted class certification on March 29, 2022.
- **Ariza v. Luxottica Retail North America (LensCrafters) (E.D.N.Y.):** Cohen Milstein represents purchasers of LensCrafters' Accufit Digital Measurement System (Accufit) services, who allege that LensCrafters used false, misleading advertising and deceptive sales practices about Accufit being "five times more accurate" in measuring pupillary distance than traditional methods. The court granted class certification on December 13, 2021.

COHENMILSTEIN

Powerful Advocates. Meaningful Results.

Mr. Kafka played an active role in the concluded, high-profile matters:

- ***In re Anthem, Inc. Data Breach Litigation (N.D. Cal.)***: Cohen Milstein was Co-Lead Counsel on behalf of a putative class of 78.8 million insureds, whose personal data and health information was stolen as a result of a massive data breach of Anthem, Inc., one of the nation's largest for-profit health care companies. In August 2018, the Court granted final approval of a \$115 million settlement – the largest data breach settlement in history.
- ***LLE One, LLC v. Facebook (N.D. Cal.)***: Cohen Milstein, as Co-Class Counsel, represented advertising purchasers, who claimed that Facebook intentionally inflated key metrics regarding their paid video advertisements' performance. Plaintiffs alleged that the inflated metrics caused them to buy more video advertisements and to pay a higher price than they otherwise would have paid. In June 2020, the Court granted final approval of a \$40 million settlement against Facebook.
- ***HCA Litigation (M.D. Fla.)***: Cohen Milstein was Lead Counsel in a class action, alleging that emergency room patients were billed unreasonably high fees for emergency radiology services, in excess of the amount allowed by their mandatory Florida Personal Injury Protection (PIP) insurance. In December 2018, the Court granted final approval of a \$220 million injunctive relief settlement.

Prior to attending law school, Mr. Kafka worked on multiple political campaigns, including President Obama's 2008 presidential campaign.

Mr. Kafka earned his J.D. from Columbia Law School, where he was a Harlan Fiske Stone Scholar. He received his B.A. from Yale University

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA
3 SAN JOSE DIVISION

4 STEVEN ROBERT PRESCOTT, et al.,
5 Plaintiffs,
6 v.
7 RECKITT BENCKISER LLC,
8 Defendant.

Case No. 20-cv-02101-BLF

**DECLARATION OF CAMERON R. AZARI,
ESQ., REGARDING SETTLEMENT NOTICE
PLAN AND NOTICES**

9
10
11 I, Cameron R. Azari, Esq., declare as follows:

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

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

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

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

6. I have also served as a legal notice expert in more than 25 cases in the Northern District of California, which include:

- *Yamagata et al. v. Reckitt Benckiser LLC*, No. 3:17-cv-03529 (\$50 million settlement for Move Free® supplements; 3.9 million email and 1.1 million postcard notices sent, notice delivered to approximately 98.5% of the identified class, with media notice that reached more than 80% of the entire class);
- *In re: Zoom Video Communications, Inc. Privacy Litigation*, No. 5:20-cv-02155 (\$85 million settlement; 158 million email and 485,000 postcard notices sent, notice delivered to approximately 91% of the identified class, and digital notice provided);
- *Ford et al. v. [24]7.AI, Inc.*, No. 5:18-cv-02770 (data breach settlement that involved Best Buy; email or postcard notice delivered to approximately 99% of the 388,000 identified class members);
- *Cochran et al. v. Accellion, Inc., et al.*, No. 5:21-cv-01887 (\$5 million data breach settlement; 4.75 million email and 2 million postcard notices sent, and digital notice provided);
- *Bally v. State Farm Insurance Company*, No. 3:18-cv-04954 (class certification notice for universal life insurance policies; 86,216 mailed notice packages sent, notice reached approximately 87.8% of the identified class);
- *In re: Optical Disk Drive Products Antitrust Litigation*, MDL 2143 (\$205 million settlement; 12.7 million email notices delivered to approximately 89% of the identified class, combined with a media campaign that reached approximately 75% of all adults 25+ who own a personal computer in the United States);
- *Coffeng, et al. v. Volkswagen Group of America, Inc.*, No. 17-cv-01825 (settlement for engine water pumps; 1.9 million notice packages and 450,000 email notices sent, notice reached approximately 99% of the identified class, and digital notice provided);

- 1 • *Maldonado et al. v. Apple Inc, et al.*, No. 3:16-cv-04067 (\$95 million settlement
2 for AppleCare; 3.7 million email notices and 78,000 postcard notices sent);
- 3 • *Grace v. Apple, Inc.*, No. 17-cv-00551 (\$18 million settlement for non-
4 jailbroken Apple iPhone 4 or 4S; 3.2 million email and 609,000 postcard notices
5 sent, notice reached approximately 97.1% of the identified class);
- 6 • *Richards, et al. v. Chime Financial, Inc.*, No. 4:19-cv-06864 (bank service
7 disruptions settlement; 527,000 email notices delivered to approximately 93.8%
8 of the identified class);
- 9 • *Bautista v. Valero Marketing and Supply Company*, No. 3:15-cv-05557 (debit
10 card gasoline purchase settlement; print publication and digital notice provided);
- 11 • *McKinney-Drobnis, et al. v. Massage Envy Franchising*, No. 3:16-cv-6450 (\$10
12 million settlement regarding membership fees; 1.3 million email and 480,000
13 postcard notices sent, notice reached approximately 96.9% of the identified class);
- 14 • *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products
15 Liability Litigation* (Audi CO₂), MDL 2672 (\$96.5 million settlement; email or
16 mailed notice to 180,000 class members, notice reached approximately 98% of the
17 identified class);
- 18 • *Bias v. Wells Fargo & Company, et al.*, No. 4:12-cv-00664 (\$50 million
19 settlement regarding mortgage broker price opinions; notice sent to 288,029
20 identified class members, and consumer magazine notice provided);
- 21 • *Elder v. Hilton Worldwide Holdings, Inc.*, No. 16-cv-00278 (hotel stay
22 promotion settlement; 8,700 email and 1,200 postcard notices delivered to
23 approximately 99.6% of the identified class);
- 24 • *In re: HP Printer Firmware Update Litigation*, No. 5:16-cv-05820 (\$1.5
25 million settlement regarding printer firmware; 2.1 million email and 436,000
26 postcard notices sent to the identified class, and digital notice provided);
- 27 • *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product
28 Liability Litigation* (Bosch Settlement), MDL 2672 (\$327.5 million settlement;
855,000 email and 946,000 postcard notices sent to vehicle owners, notice
reached approximately 97% of the identified class, and digital notice provided);
- *In re: Lithium Ion Batteries Antitrust Litigation*, MDL 2420 (\$113 million
antitrust settlement; email notice sent to 10 million class members, notice
delivered to 8.6 million identified class members, and digital notice provided);
- *Naiman v. Total Merchant Services, Inc., et al.* No. 4:17-cv-03806 (\$7.5 million
TCPA settlement; 51,000 postcard notices sent, notice reached approximately
83% of the identified class); and
- *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital
Processing Network and CPN*, No. 3:16-cv-05486 (\$9 million TCPA
settlement; 1.7 million postcard notices sent, notice reached approximately
95.2% of the identified class).

1 7. In forming expert opinions, my staff and I draw from our in-depth class action case
2 experience, as well as our educational and related work experiences. I am an active member of the
3 Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris
4 Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director
5 of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our
6 court-approved notice programs during that time. Overall, I have more than 23 years of experience
7 in the design and implementation of legal notification and claims administration programs, having
8 been personally involved in hundreds of successful notice programs.

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

11 **OVERVIEW**

12 9. This declaration will detail the Settlement Notice Plan (“Notice Plan”) and Notices
13 (“Notice” or “Notices”) proposed here for *Prescott, et al. v. Reckitt Benckiser, LLC*, Case No. 20-cv-
14 02101 in the United States District Court for the Northern District of California. Epiq designed this
15 Notice Plan based on our extensive prior experience and research into the notice issues particular to
16 this case. We have analyzed and proposed the most effective method practicable of providing notice
17 to the Settlement Class.

18 **DATA PRIVACY AND SECURITY**

19 10. Epiq has procedures in place to protect the security of data for the Settlement Class.
20 As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official
21 capacity as the Settlement Administrator for this action. A Services Agreement, which formally
22 retains Epiq as the Settlement Administrator, will govern Epiq’s administration responsibilities for
23 the Action. Service changes or modification beyond the original contract scope will require formal
24 contract addendum or modification. Epiq maintains adequate insurance in case of errors.

25 11. As a data processor, Epiq performs services on data provided, only as outlined in a
26 contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on
27 personal data provided or obtained as part of its services to a client. All data provided directly to Epiq
28

1 from members of the Settlement Class will be used solely for the purpose of effecting the notice
2 administration for this Action. Epiq will not use such information for any other purpose, specifically the
3 information will not be used, disseminated, or disclosed by or to any other person for any other purpose.

4 12. The security and privacy of clients' and class members' information and data are
5 paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security
6 personnel, controls, and technology to protect the data we handle. To promote a secure environment
7 for client and class member data, industry leading firewalls and intrusion prevention systems protect
8 and monitor Epiq's network perimeter with regular vulnerability scans and penetration tests. Epiq
9 deploys best-in-class endpoint detection, response, and anti-virus solutions on our endpoints and
10 servers. Strong authentication mechanisms and multi-factor authentication are required for access to
11 Epiq's systems and the data we protect. In addition, Epiq has employed the use of behavior and
12 signature-based analytics as well as monitoring tools across our entire network, which are managed
13 24 hours per day, 7 days per week, by a team of experienced professionals.

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

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

27 15. Epiq holds several industry certifications including: TISAX, Cyber Essentials, Privacy
28

1 Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to HIPAA, NIST,
2 and FISMA frameworks. We follow local, national, and international privacy regulations. To support
3 our business and staff, Epiq has a dedicated team to facilitate and monitor compliance with privacy
4 policies. Epiq is also committed to a culture of security mindfulness. All employees routinely
5 undergo cybersecurity training to ensure that safeguarding information and cybersecurity vigilance
6 is a core practice in all aspects of the work our teams complete.

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

15 **NOTICE PLANNING METHODOLOGY**

16 17. Federal Rule of Civil Procedure 23 directs that notice must be "the best notice that is
17 practicable under the circumstances, including individual notice to all members who can be identified
18 through reasonable effort" and "the notice may be by one or more of the following: United States
19 mail, electronic means, or other appropriate means."¹ The proposed Notice Plan will satisfy these
20 requirements by providing the best notice practicable with a digital/internet notice program (digital
21 notice and social media).

22 18. This proposed Notice Plan is designed to reach the greatest practicable number of
23 members of the Settlement Class. Given our experience with similar notice efforts, we expect that
24 the proposed Notice Plan will reach at least 70% of the Settlement Class with a digital/internet notice
25 program (digital notice and social media). The reach will be enhanced further by internet sponsored
26

27 ¹ FRCP 23(c)(2)(B).
28

1 search listings, an informational release, a Settlement Website, and newspaper publication notice,
2 which are not included in the estimated reach calculation. In my experience, the projected reach of
3 the Notice Plan is consistent with other court-approved notice plans, is the best notice practicable
4 under the circumstances of this case, and has been designed to satisfy the requirements of due process,
5 including its “desire to actually inform” requirement.² The proposed Notice Plan is included as
6 **Exhibit B** to the *Class Settlement Agreement*.

7 19. The Long Form Notice and the Summary Notice (Publication Notice) will both be
8 available on the Settlement Website to ensure members of the Settlement Class have access to
9 detailed information regarding their legal rights. The proposed Summary Notice (Publication Notice)
10 is included as **Exhibit C** to the *Class Settlement Agreement* and the proposed Long Form Notice is
11 included as **Exhibit D** to the *Class Settlement Agreement*.

12 20. Data sources and tools commonly employed by experts in the advertising industry were
13 used to analyze and develop the media component of the proposed Notice Plan. These resources include
14 MRI-Simmons,³ which provides statistically significant readership and product usage data,
15

16
17 ² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s
18 due, process which is a mere gesture is not due process. The means employed must be such as one
19 desirous of actually informing the absentee might reasonably adopt to accomplish it. The
20 reasonableness and hence the constitutional validity of any chosen method may be defended on the
21 ground that it is in itself reasonably certain to inform those affected . . .”); *see also In re Hyundai & Kia*
22 *Fuel Econ. Litig.*, 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices must
23 ‘present information about a proposed settlement neutrally, simply, and understandably.’ ‘Notice is
24 satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with
25 adverse viewpoints to investigate and to come forward and be heard.’”) (citations omitted); N.D. Cal.
26 Procedural Guidance for Class Action Settlements, Preliminary Approval (3) (articulating best practices
27 and procedures for class notice).

28 ³ MRI-Simmons is a leading source of publication readership and product usage data for the
communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research &
Intelligence, LLC (“MRI”) and Simmons Market Research. MRI-Simmons offers comprehensive
demographic, lifestyle, product usage and exposure to all forms of advertising media collected from
a single sample. As the leading U.S. supplier of multimedia audience research, the company provides
information to magazines, televisions, radio, internet, and other media, leading national advertisers,
and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-
Simmons’s national syndicated data is widely used by companies as the basis for the majority of the
media and marketing plans that are written for advertised brands in the United States.

1 Comscore,⁴ which provides similar usage data specific to online media, and Alliance for Audited
2 Media (“AAM”)⁵ statements, which certify how many readers buy or obtain copies of publications.
3 These tools, as applicable, along with demographic breakdowns indicating how many people use each
4 media vehicle, as well as computer software that take the underlying data and factor out the
5 duplication among audiences of various media vehicles, allow the net (unduplicated) reach of a
6 particular media schedule to be determined. The combined results of this analysis are used to help
7 determine the sufficiency and effectiveness of a notice plan.

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

14 22. In fact, advertising and media planning firms around the world have long relied on
15 audience data and techniques: AAM data has been relied on since 1914;⁶ 90 to 100% of media
16
17

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

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

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

1 directors use reach and frequency planning;⁷ all the leading advertising and communications
2 textbooks cite the need to use reach and frequency planning.⁸ MRI-Simmons data is used by ninety
3 of the top one hundred media firms. Comscore is used by major holding company agencies
4 worldwide, including Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to
5 independent agencies for TV and digital media buying and planning. At least 25,000 media
6 professionals in 100 different countries use media planning software.⁹

7 23. **Demographics.** In selecting media to target the Settlement Class, the demographics
8 of likely members of the Settlement Class were analyzed. According to MRI-Simmons syndicated
9 media research, adults in California, New York and Massachusetts who purchase Woolite have the
10 following demographics:

- 11 • 43.2% men / 56.8% women;
- 12 • 52.1% are currently married;
- 13 • 81.6% have a household income above \$50K;
- 14 • 30.9% have a household income over \$150K;
- 15 • 27.5% have a child living at home (aged 0-17);
- 16 • 70.5% own a home; and
- 17 • 24.7% are of Spanish/Hispanic/Latino Origin or Descent.

18 **NOTICE PLAN DETAIL**

19 24. It is my understanding from reviewing the *Class Settlement Agreement* that the
20 “Settlement Class” is defined as the following persons:

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

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

⁹ For example, Telmar, founded in 1968, provides strategic targeting and media planning solutions to
advertisers, agencies, data suppliers and media sales houses. Over 25,000 media professionals in 100
countries use Telmar systems for media and marketing planning tools including reach and frequency
planning functions.

- 1 • **California Class:** All residents of California who purchased Woolite laundry
2 detergent with a label bearing the phrases “Color Renew” and/or “revives
3 colors” from February 1, 2017 to May 1, 2023.
- 4 • **New York Class:** All residents of New York who purchased Woolite laundry
5 detergent with a label bearing the phrases “Color Renew” and/or “revives
6 colors” from February 22, 2018 to May 1, 2023.
- 7 • **Massachusetts Class:** All residents of Massachusetts who purchased Woolite
8 laundry detergent with a label bearing the phrases “Color Renew” and/or
9 “revives colors” from February 22, 2017 to May 1, 2023.

10 **Media Plan Summary**

11 25. The Media Plan includes various forms of notice including a digital/internet notice
12 program (digital notice and social media), internet sponsored search listings, an informational release,
13 and newspaper publication notice. The combined measurable reach of the overall proposed Notice
14 Plan is 70% of Adults, Aged 18+ in California, New York, and Massachusetts who have purchased
15 Woolite laundry detergent, an average of 3.9 times each. “Reach” refers to the estimated percentage
16 of the unduplicated audience exposed to the notice. “Frequency,” in contrast, refers to how many
17 times, on average, each member of the target audience had the opportunity to view the notice. The
18 reach will be enhanced further by internet sponsored search listings, an informational release, a
19 Settlement Website, and newspaper publication notice.

20 ***Internet Digital Notice Campaign***

21 26. Internet advertising has become a standard component in legal notice programs. The
22 internet has proven to be an efficient and cost-effective method to target class members as part of
23 providing notice of a class action settlement. According to MRI-Simmons data, 97.6% of all adults
24 in California, New York and Massachusetts who purchase Woolite are online and 84.8% of all adults
25 in California, New York and Massachusetts who purchase Woolite use social media.¹⁰

26
27 _____
28 ¹⁰ MRI-Simmons 2022 Survey of the American Consumer®.

1 27. The proposed Notice Plan includes targeted digital advertising on the selected
2 advertising networks *Google Display Network* and the *Yahoo Audience Network*, which together
3 represent thousands of digital properties across all major content categories. Banner Notices will be
4 targeted to selected target audiences and are designed to encourage participation by members of the
5 Settlement Class—by linking directly to the Settlement Website, allowing visitors easy access to
6 relevant information and documents. Consistent with best practices, the Banner Notices will use
7 language from the Long Form Notice headline, which will allow users to identify themselves as
8 potential members of the Settlement Class.

9 28. The Banner Notices will also be placed on the social media sites *Facebook* and
10 *Instagram*. *Facebook* is the leading social networking site in the United States with 179.6 million
11 users¹¹ and *Instagram* has 120 million active users in the United States.¹²

12 29. The size and placement of Banner Notices is important to the effectiveness of the
13 Banner Notices. On the *Google Display Network* and the *Yahoo Audience Network*, *Facebook*, and
14 *Instagram*, the Banner Notices will appear in the following size formats:

15 *Google Display Network and Yahoo Audience Network*

- 16 • Half-Page Banner: 300x600 – A top performing ad size. Although half-page ads
17 do not use half of the page, this is a larger ad size that performs well in
18 communicating information.
- 19 • Billboard Banner: 970x250 – This is a large horizontal ad size that stands out at
20 the top of website pages.
- 21 • Leaderboard Banner: 728x90 – This is often a top performing ad size. This ad size
22 can often appear in prime positions on websites, like at the top of a website page.
- 23 • Medium Banner: 300x250 – Due to its smaller size this ad unit can be placed
24 within the text of articles and other content.

25
26
27 ¹¹ <https://www.statista.com/statistics/268136/top-15-countries-based-on-number-of-facebook-users/>.

28 ¹² <https://www.statista.com/topics/1882/instagram/#topicOverview>.

Facebook and Instagram

- Newsfeed – The size of this ad allows the ad to appear directly in user’s *Facebook* and/or *Instagram* account feeds among the posts.
- Right-Hand Column (*Facebook* only) – These ads are a desktop-only format. The ads appear most commonly in the right-hand column of *Facebook* pages.

30. The Banner Notices will be distributed to a variety of target audiences, including those relevant to individuals’ demonstrated interests and/or likes. All Banner Notices will appear on desktop, mobile, and tablet devices. Banner Notices on *Google Display Network* and the *Yahoo Audience Network*, *Facebook*, and *Instagram* will be geo-targeted to audiences in the states of California, New York, and Massachusetts to reach members of the Settlement Class in those states. In addition, Banner Notices on *Google Display Network* will be displayed nationwide to reach members of the Settlement Class who no longer reside in the states of California, New York, or Massachusetts. Banner Notices will also be targeted (remarketed) to people who click on a Banner Notice.

31. More details regarding the target audiences, distribution, specific ad sizes of the Banner Notices, and the number of planned impressions are included in the following table.

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	A18+	California	300x600, 970x250, 728x90 & 300x250	9,965,055
<i>Google Display Network</i>	Custom Affinity ¹³ : Woolite Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Google Display Network</i>	Custom Intent ¹⁴ : Woolite Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791

¹³ Custom Affinity Audiences allow Banner Notices to be targeted to specific website content, here meaning websites, blogs, etc. that include Woolite laundry detergent.

¹⁴ Custom Intent Audiences allow Banner Notices to be targeted to specific individuals who have searched and/or researched these specific topics.

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	California	300x600, 970x250, 728x90 & 300x250	7,473,791
<i>Yahoo! Audience Network</i>	A18+	California	300x600, 970x250, 728x90 & 300x250	10,421,701
<i>Facebook</i>	A18+	California	Newsfeed & Right Hand Column	5,427,752
<i>Facebook</i>	Interest: Woolite	California	Newsfeed & Right Hand Column	4,070,814
<i>Facebook</i>	Interest: Laundry Detergent	California	Newsfeed & Right Hand Column	4,070,814
<i>Instagram</i>	A18+	California	Newsfeed	2,064,311
<i>Instagram</i>	Interest: Woolite	California	Newsfeed	1,548,233
<i>Instagram</i>	Interest: Laundry Detergent	California	Newsfeed	1,548,233
<i>Google Display Network</i>	A18+	New York	300x600, 970x250, 728x90 & 300x250	7,520,229
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	New York	300x600, 970x250, 728x90 & 300x250	5,640,172
<i>Yahoo! Audience Network</i>	A18+	New York	300x600, 970x250, 728x90 & 300x250	11,477,434
<i>Facebook</i>	A18+	New York	Newsfeed & Right Hand Column	4,283,993
<i>Facebook</i>	Interest: Woolite	New York	Newsfeed & Right Hand Column	3,212,995
<i>Facebook</i>	Interest: Laundry Detergent	New York	Newsfeed & Right Hand Column	3,212,995
<i>Instagram</i>	A18+	New York	Newsfeed	1,429,617
<i>Instagram</i>	Interest: Woolite	New York	Newsfeed	1,072,213
<i>Instagram</i>	Interest: Laundry Detergent	New York	Newsfeed	1,072,213
<i>Google Display Network</i>	A18+	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,414,383
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787

<i>Network/Property</i>	<i>Target</i>	<i>Geographic Location</i>	<i>Ad Size</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	Massachusetts	300x600, 970x250, 728x90 & 300x250	1,060,787
<i>Yahoo! Audience Network</i>	A18+	Massachusetts	300x600, 970x250, 728x90 & 300x250	2,792,888
<i>Facebook</i>	A18+	Massachusetts	Newsfeed & Right Hand Column	1,163,519
<i>Facebook</i>	Interest: Woolite	Massachusetts	Newsfeed & Right Hand Column	872,639
<i>Facebook</i>	Interest: Laundry Detergent	Massachusetts	Newsfeed & Right Hand Column	872,639
<i>Instagram</i>	A18+	Massachusetts	Newsfeed	397,407
<i>Instagram</i>	Interest: Woolite	Massachusetts	Newsfeed	298,055
<i>Instagram</i>	Interest: Laundry Detergent	Massachusetts	Newsfeed	298,055
Total CA, NY & MA				137,207,187
<i>Google Display Network</i>	Custom Affinity: Woolite Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Intent: Woolite Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Affinity: Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
<i>Google Display Network</i>	Custom Intent: Laundry Detergent	National	300x600, 970x250, 728x90 & 300x250	667,800
Total Nationwide				2,671,200

32. Combined, more than 137.2 million impressions will be generated by the Banner Notices geo-targeted in the states of California, New York, and Massachusetts, and more than 2.67 million impressions will be generated by the Banner Notices displayed nationwide.¹⁵ The Banner

¹⁵ The third-party ad management platform, ClickCease, will be used to audit any digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (e.g., ads being seen by ‘bots’ or non-humans, ads not being viewable, etc.).

1 Notices will run for approximately 31 days. Clicking on the Banner Notices will link the readers to
2 the Settlement Website, where they can easily obtain detailed information about the Settlement.
3 Examples of the proposed Banner Notices are included as **Exhibit E** to the *Class Settlement*
4 *Agreement*.

5 ***Sponsored Search Listings***

6 33. To facilitate locating the Settlement Website, sponsored search listings will be
7 acquired on the three most highly-visited internet search engines: *Google, Yahoo!* and *Bing*. When
8 search engine visitors search on selected common keyword combinations related to the Settlement,
9 the sponsored search listing created for the Settlement will be generally displayed at the top of the
10 visitor's website page prior to the search results or in the upper right-hand column of the web-browser
11 screen. The sponsored search listings will be geo-targeted within the states of California, New York,
12 and Massachusetts. All sponsored search listings will link directly to the Settlement Website. An
13 example of the sponsored search listing is included as **Attachment 2** and the proposed list of
14 sponsored search keywords is included as **Attachment 3**.

15 ***Informational Release***

16 34. To build additional reach and extend exposures, a party-neutral Informational Release
17 will be issued nationwide over *PR Newswire* to approximately 5,000 general media (print and
18 broadcast) outlets, including local and national newspapers, magazines, national wire services,
19 television and radio broadcast media across the United States as well as approximately 4,500
20 websites, online databases, internet networks, and social networking media.

21 35. The Informational Release will include the address of the Settlement Website and the
22 toll-free telephone number. Although there is no guarantee that any news stories will result, the
23 Informational Release will serve a valuable role by providing additional notice exposures beyond what
24 will be provided by the paid media. The proposed Informational Release is included as **Attachment 4**.

25 ***CLRA Publication Notice***

26 36. Since this matter includes claims under the California Consumer Legal Remedies Act
27 ("CLRA"), the notice provision of Government Code section 6064 may apply. It provides that
28

1 “[p]ublication of notice pursuant to this section shall be once a week for four successive weeks. Four
2 publications in a newspaper regularly published once a week or oftener, with at least five days
3 intervening between the respective publication dates not counting such publication dates, are
4 sufficient.” Cal. Gov’t Code § 6064. Pursuant to Government Code section 6064, the proposed
5 Notice Plan will include four insertions over four weeks in the San Francisco (including San Jose)
6 regional edition of *USA Today*.

7 ***Settlement Website***

8 37. Epiq will create and maintain a dedicated website for the Settlement with an easy to
9 remember domain name. The Settlement Website will contain relevant documents and information
10 including: (i) information concerning the deadlines to file a Claim Form, opt-out, or object, and the
11 dates and locations of relevant Court proceedings; (ii) the toll-free telephone number applicable to
12 the Settlement; and (iii) documents, including the Complaint, Class Notice (Long Form Notice and
13 Summary Notice) in English and Spanish, Claim Form, Motion for Preliminary Approval, and
14 Preliminary Approval Order (once granted), and once filed, the Motion for Attorneys’ Fees, Expenses
15 and Services Awards, Motion for Final Approval, and any other relevant Court documents. In
16 addition, the Settlement Website will include answers to frequently asked questions (“FAQs”),
17 instructions for how members of the Settlement Class may opt-out (request exclusion) or object,
18 contact information for the Settlement Administrator, and how to obtain other case-related
19 information. Members of the Settlement Class will also be able to file a Claim Form on the Settlement
20 Website. The Settlement Website address will be prominently displayed in all notice documents.

21 ***Toll-free Telephone Number and Postal Mailing Address***

22 38. A toll-free telephone number will be established and will be available to members of
23 the Settlement Class once implementation of the Notice Plan has commenced. Callers will be able
24 to hear an introductory message and will have the option to learn more about the Settlement in the
25 form of recorded answers to FAQs. Callers will also have an option to request a Long Form Notice
26 by mail. The toll-free telephone number will be prominently displayed in all notice documents. The
27 automated telephone system will be available 24 hours per day, 7 days per week.

1 39. A postal mailing address will be provided, allowing members of the Settlement Class
2 the opportunity to request additional information or ask questions.

3 ***Claims Process & Distribution Options***

4 40. A simple Claim Form will be used to allow members of the Class Members to make
5 a claim for a cash payment. It is my understanding from reviewing the *Class Settlement Agreement*
6 that members of the Settlement Class will be able to file a Claim Form for as many as three bottles
7 of the Product (Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or
8 “revives colors” only) and be eligible for a cash payment *without* providing proof of purchase.
9 Additional bottles of the Product claimed on a Claim Form must include proof of purchase for the
10 claimant to be eligible for a cash payment. It is also my understanding that the amount of the cash
11 payments will depend on the number of valid Claim Forms filed. The proposed Claim Form is
12 included as **Exhibit A** to the *Class Settlement Agreement*.

13 41. As the Settlement Administrator and following the terms of the *Class Settlement*
14 *Agreement*, Epiq will review all Claim Forms submitted to determine whether each Claim Form meets
15 the requirements set forth in the *Class Settlement Agreement* and whether it should be allowed,
16 including determining whether a Claim Form submitted by any member of the Settlement Class is
17 timely, complete, and valid. This includes Epiq working with members of the Settlement Class who
18 submit timely claims to try to cure any Claim Form deficiencies. Epiq will use all reasonable efforts
19 and means to identify and reject duplicate and/or fraudulent claims, including, without limitation,
20 maintaining a database of all Claim Form submissions. In addition, Epiq will keep an accurate and
21 updated accounting of the number of Claim Forms received, the number of Products claimed on each
22 Claim Form, the name and address of the members of the Settlement Class who made the claim,
23 whether the claim has any deficiencies, and whether the claim has been approved as timely and valid.

24 42. The Notices provide a detailed summary of the relevant information about the
25 Settlement, including the Settlement Website address and how members of the Settlement Class can
26 file a Claim Form online or by mail. The easier it is for class members to file a claim and receive
27 settlement benefits, the more likely they are to participate in a settlement. Accordingly, the Claim

1 Form and Settlement Website will be designed to ensure that members of the Settlement Class
 2 experience a robust claim filing process to increase participation. With any method of filing a Claim
 3 Form, members of the Settlement Class will be given the option of receiving a digital payment (with
 4 various options) or a traditional paper check.

5 ***Projected Claims Rate & Estimated Cash Payment Amount***

6 43. Claims rates vary depending on multiple factors and can be challenging to predict with
 7 certainty. Since the precise size of the Settlement Class is unknown for this Settlement, Epiq analyzed
 8 similar consumer settlements that had an unknown class size to determine the estimated number of
 9 claims that will be filed for this Settlement. Based on our experience handling similar consumer class
 10 action settlements, Epiq estimates that approximately 100,000 valid claims will be filed by members
 11 of the Settlement Class for this Settlement.¹⁶

12 44. **Luib v. Henkel Consumer Goods Inc.** (Purex), 1:17-cv-03021 (E.D.N.Y.) (final
 13 approval granted Aug. 19, 2019). This nationwide \$1.5 million settlement involved all persons and
 14 entities who, from May 19, 2013, to March 8, 2019, purchased in the United States any variety or
 15 container size of Purex laundry detergent products with the phrase “Natural Elements” on the label.
 16 The notice plan for the settlement was a media-based plan that reached approximately 71.8% of the
 17 settlement class. Approximately 218,000 claims for a cash remedy were filed for this settlement as
 18 of the day before the claim filing deadline.¹⁷ The total number of class members was unknown so a
 19 claims rate could not be calculated. This case was selected as a very close comparable since it
 20 involved the same type of consumer products, and had a similar class definition, class period time-
 21 frame, cash remedy, and the same form of notice – a media notice plan that reached an equivalent
 22 percentage of class members as for the Woolite settlement. The main difference with this case, which
 23 was accounted for, is a nationwide class versus the three-state Settlement Class here for Woolite.

24 45. **Kukorinis v. Walmart, Inc.** 1:19-cv-20592 (S.D. Fla.) (final approval granted Sept.
 25

26 ¹⁶ This does not account for any potentially large, unexpected volume of fraudulent claims.

27 ¹⁷ See *Second Supplemental Declaration of Cameron R. Azari, Esq. on Settlement Notice Plan*
 28 (Dkt No. 57).

20, 2021). This nationwide, multi-million-dollar settlement involved any person who purchased Weighted Goods from Walmart in the United States from February 13, 2015, to August 26, 2020, whose Weighted Goods' unit sale price was not accurately reflected in the final sale price. "Weighted Goods" means beef, pork, poultry, fish, and other types of goods marked with unit pricing and sold accordingly thereto. The notice plan for the settlement was a media-based plan that reached approximately 75% of the settlement class. Following the claim filing deadline, approximately 171,000 claims for a cash remedy were filed for the settlement.¹⁸ The total number of class members was unknown so a claims rate could not be calculated. This case was selected as a close comparable since it involved purchases of consumer products, had a cash remedy, as well as a similar class period timeframe, and it had the same form of notice - media notice to reach a similar percentage of class members. The main difference with this case, which was accounted for, is a nationwide class versus the three-state Settlement Class here for Woolite.

46. **Cowen v. Lenny & Larry's Inc.** 1:17-cv-01530 (N.D. Ill.) (final approval granted May 2, 2019). This nationwide settlement asserted claims against Lenny & Larry's, Inc. related to the advertising, packaging, and labeling of its products. Class members were United States resident consumers who purchased one or more of Lenny & Larry's "The Complete Cookie" or other Lenny & Larry's Baked Goods Products at a retail establishment or online anytime up to March 19, 2019. Notice was provided to the class with individual email notice to approximately 49,000 identified, potential class members and with media notice. Following the claim filing deadline, approximately 90,000 claims (66,647 were deemed valid) for a cash or product remedy were filed for this settlement.¹⁹ The total number of class members was unknown so a claims rate could not be calculated. This case was selected as a close comparable since it involved purchases of consumer products, has a cash remedy option, and included a media notice component as part of the notice plan. The main differences with this case, which was accounted for, is a nationwide class versus the three-

¹⁸ See Declaration of Cameron R. Azari, Esq. on Implementation of Settlement Notice Program (Dkt No. 84).

¹⁹ See Declaration of Cameron R. Azari, Esq. on Implementation of Notice Plan (Dkt No. 110).

1 state Settlement Class here for Woolite and that individual notice was used to reach a portion of the
2 settlement class.

3 47. It is important to note that the number of claims filed/a claims rate, vary depending on
4 a multitude of factors, including, but not limited to, the dollar value of the settlement, available remedy
5 type and value, complexity of the claims process, including the scope of any documentation required,
6 prominence of the defendant(s)' company name, class period timeframe (particularly how far the class
7 period dates back), and the sophistication of the class members, among other things.

8 48. Using reasonable assumptions, it is currently estimated that members of the Settlement
9 Class who submit a timely and valid Claim Form will receive an approximately \$5.00 cash payment
10 for each Product that is claimed. This approximate cash payment amount per Product is only an
11 estimate. The actual cash payment amount per Product may be more or less than this amount
12 depending on the costs of the Settlement, the number of timely and valid Claim Forms received from
13 members of the Settlement Class, and the total number of Products claimed.

14 ***Fraud Detection for Claim Submissions***

15 49. Epiq maintains a vigorous, multi-layered fraud detection process to prevent and detect
16 fraudulent claim submissions. There are two broad categories of claim filing fraud: 1) a bad actor
17 filing a single claim when they are not a class member, or a class member filing a claim and artificially
18 inflating a claim's value; and 2) attempts by a "bad actor" or actors to file a large volume of claims,
19 either manually or via "bot" programming.

20 50. For the first type of claim filing fraud, it is difficult to identify this type of behavior
21 because it inherently looks the same as a legitimate claim, especially for a Settlement like this one
22 where there is no individual data available for members of the Settlement Class prior to claims being
23 filed. Absent external or third-party data sources to validate a claim, it can be nearly impossible to
24 identify these claims. Also, there is no easily identifiable pattern or widespread conduct to attract
25 attention and/or identify these claims as fraudulent. In our experience, these claims are typically filed
26 for amounts under any documentation threshold to further avoid detection.

27 51. Situations of a class member filing a claim and artificially inflating a claim's value,
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1 typically are not common if there is a documentation threshold over a certain number of units, etc.
2 The requirement for documentation often seems to be a deterrent for fraudulent claim filing.

3 52. Accordingly, Epiq’s more in-depth efforts to detect and mitigate fraud are typically
4 focused on the second type of fraud – bad actors who attempt to file a high volume of claims,
5 manually or via bot(s). This scenario typically plays out in two ways.

6 53. In the first, a bad actor can write a bot program to attempt to file a large volume of claims
7 via the settlement website. Depending on the specifics of the case and the way payments will be
8 effectuated, the bot can be very creative; it can file claims for multiple unique addresses, for multiple
9 unique names, and with multiple unique sets of contact information like email or mobile number. While
10 there are website-level features that aim to prevent bot activity, such as ReCAPTCHA, bad actors write
11 programs to get around this kind of technology more quickly than the technology can be updated.
12 Accordingly, Epiq also employs other methods to prevent this activity:

- 13 • Block traffic from known bad actors via application-level security tools.
- 14 • Monitor the number of claims filed from a single IP address to ensure the
15 volume of claims and the frequency with which they are filed from a single IP
is not suspicious and/or unrealistic.
- 16 • Review of non-standard domains provided on claims; those that were recently
17 created are often created for the purpose of committing fraud.
- 18 • Monitor payment information for duplication – bad actors in this scenario typically
provide the same payment information for all their fraudulent claims.

19 54. In the second high volume claim submission scenario, a bad actor attempts to manually
20 file many claims, all with the intent of directing payment to one person. Sometimes the claims have
21 slightly different names and/or postal addresses in an attempt to evade efforts to detect duplicate
22 claims. However, similar to “high tech” bot claims, these claims are caught because we look for
23 duplication anywhere across claims, from contact information to payment directions, and Epiq
24 employs “fuzzy” matching tools, so that claims with similar characteristics are flagged in addition to
25 those with exact matches to characteristics of other claims.

26 55. In Epiq’s experience, these fraud prevention and detection measures identify the vast
27 majority of systemic fraud in claims processes. However, additional reviews or audits can also be
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1 conducted if other analysis suggests suspicious patterns in claim submissions.

2 **PLAIN LANGUAGE NOTICE DESIGN**

3 56. The Notices are designed to be “noticed,” reviewed, and—by presenting the
4 information in plain language—to be understood by members of the Settlement Class. The design of
5 the Notices follows the principles embodied in the Federal Judicial Center’s (“FJC”) illustrative
6 “model” notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that
7 we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-
8 read summaries of all key information about the Settlement and the rights of the members of the
9 Settlement Class including the ability to file a Claim Form, opt-out, or object, and the deadlines to do
10 so. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual
11 mailing and publication for grammatical errors and accuracy.

12 **CONCLUSION**

13 57. In class action notice planning, execution, and analysis, we are guided by due process
14 considerations under the United States Constitution, and by case law pertaining to the recognized
15 notice standards under Federal Rule of Civil Procedure 23. This framework directs that the notice
16 plan be optimized to reach the class, and to provide class members with easy access to the details of
17 how the class action may impact their rights. All of these requirements will be met in this case.

18 58. The proposed Notice Plan will reach at least 70% of the Settlement Class with a
19 digital/internet notice program (digital notice and social media). The reach will be enhanced further by
20 internet sponsored search listings, an informational release, a Settlement Website, and newspaper
21 publication notice (to satisfy the CLRA if ordered by the Court), which are not included in the estimated
22 reach calculation. The Notice Plan will be geo-targeted to the states of California, New York, and
23 Massachusetts to reach members of the Settlement Class in those states, and targeted nationwide to
24 reach members of the Settlement Class who no longer reside in the states of California, New York, or
25 Massachusetts. The Federal Judicial Center’s (“FJC’s”) *Judges’ Class Action Notice and Claims*
26 *Process Checklist and Plain Language Guide*, which is relied upon for federal cases, states that, “the
27 lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the
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1 notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–
2 95%.”²⁰ Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

3 59. In my opinion, the proposed Notice Plan follows the guidance for how to satisfy due
4 process obligations that a notice expert gleans from the United States Supreme Court’s seminal
5 decisions, which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is
6 reasonably calculated to do so.

7 a) “But when notice is a person’s due, process which is a mere gesture is not
8 due process. The means employed must be such as one desirous of
9 actually informing the absentee might reasonably adopt to accomplish it,”
Mullane v. Central Hanover Trust, 339 U.S. 306, 315 (1950).

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

13 60. The Notice Plan will provide the best notice practicable under the circumstances of
14 this case, conform to all aspects of Federal Rule of Civil Procedure 23, comport with the guidance
15 for effective notice articulated in the Manual for Complex Litigation 4th Ed and FJC guidance, and
16 meet the requirements of due process, including its “desire to actually inform” requirement.

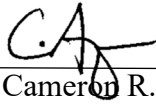
17 61. The Notice Plan schedule will afford enough time to provide full and proper notice to
18 members of the Settlement Class before the opt-out and objection deadlines. Members of the Settlement
19 Class will be provided with 40 days from the notice completion date until the opt-out deadline.²¹

20 62. At the conclusion of the Notice Plan, I will provide a final report verifying the effective
21 implementation of the Notice Plan.

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23
24
25 ²⁰ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN
26 LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

27 ²¹ The N.D. Cal. Procedural Guidance for Class Action Settlements, Preliminary Approval (9)
28 regarding the timeline for class members to opt-out will be followed.

1 I declare under penalty of perjury that the foregoing is true and correct. Executed on June 7,
2 2023.

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4 _____
5 Cameron R. Azari, Esq.

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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, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

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.

- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements.” Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Stephanie Fiereck** Author, “Consultant Service Companies Assisting Counsel in Class-Action Suits.” *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.
- **Stephanie Fiereck** Author, “Expand Your Internet Research Toolbox.” The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.
- **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, *Aselfine v. Chipotle Mexican Grill, Inc.* (Sept. 13, 2022) RG21088118 (Cir. Ct. Cal. Alameda Cnty.):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 Dec."] ¶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 Dec. ¶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 Dec. ¶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 Dec."] ¶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 an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

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

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. 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, *Lashmbae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

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

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

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

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

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

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

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

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

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

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

[T]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., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

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

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

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

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

*The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (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)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15).*

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

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

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

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

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

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

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

Judge Carlos Murguía, *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." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

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

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

Judge Edward J. Davila, *Rose v. Bank of America Corporation 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

<i>In re: U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re: fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)</i>	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In Re: Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC (False Advertising)</i>	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)</i>	N.D. Ga., No. 1:19-cv-01411
<i>In re: Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)</i>	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>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</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPs) (Smithfield Foods, Inc.)</i>	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)</i>	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In Re: Capital One Consumer Data Security Breach Litigation</i>	E.D. Va., MDL No. 2915, No. 1:19-md-02915
<i>Aseltine v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)</i>	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914
<i>DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re: California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct. Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In Re: Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887

<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis et al. v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019
<i>Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)</i>	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
<i>In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)</i>	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)</i>	E.D.N.Y., No. 1:18-cv-07124
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)</i>	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)</i>	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership (TCPA)</i>	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A. (Overdraft)</i>	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)</i>	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank (Mortgage Fees)</i>	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>In Re: Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)</i>	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i>	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

<i>In re: Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc. (Weighted Goods Pricing)</i>	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)</i>	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re: Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union (Overdraft)</i>	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
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<i>Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)</i>	N.D. Cal., No. 3:16-cv-04067
<i>UFCW & Employers Benefit Trust v. Sutter Health et al. (Self-Funded Payors)</i>	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC (TCPA)</i>	D.S.C., No. 2:19-cv-02993
<i>In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i>	D.N.J., No. 18-cv-13556
<i>Bautista v. Valero Marketing and Supply Company</i>	N.D. Cal., No. 3:15-cv-05557
<i>Richards et al. v. Chime Financial, Inc. (Service Disruption)</i>	N.D. Cal., No. 4:19-cv-06864
<i>In re: Health Insurance Innovations Securities Litigation</i>	M.D. Fla., No. 8:17-cv-02186
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health (Data Breach)</i>	W.D. Wis., No. 18-cv-00327
<i>Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)</i>	M.D. Fla., No. 3:18-cv-01011
<i>AI's Discount Plumbing et al. v. Viega, LLC (Building Products)</i>	M.D. Pa., No. 19-cv-00159
<i>Rose v. The Travelers Home and Marine Insurance Company et al.</i>	E.D. Pa., No. 19-cv-00977
<i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<i>Garvin v. San Diego Unified Port District</i>	Sup. Ct. Cal., No. 37-2020-00015064
<i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i>	C.D. Cal., No. 8:14-cv-01155
<i>Robinson v. Nationstar Mortgage LLC</i>	D. Md., No. 8:14-cv-03667
<i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (TCPA)</i>	S.D. Ala., No. 1:19-cv-00563
<i>In re: Libor-Based Financial Instruments Antitrust Litigation</i>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<i>Izor v. Abacus Data Systems, Inc. (TCPA)</i>	N.D. Cal., No. 19-cv-01057
<i>Cook et al. v. South Carolina Public Service Authority et al.</i>	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675

<i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<i>In re: Roman Catholic Diocese of Harrisburg</i>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<i>Denier et al. v. Taconic Biosciences, Inc.</i>	Sup Ct. N.Y., No. 00255851
<i>Robinson v. First Hawaiian Bank (Overdraft)</i>	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
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<i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i>	S.D. Fla., No. 17-cv-23033
<i>Prather v. Wells Fargo Bank, N.A. (TCPA)</i>	N.D. Ill., No. 1:17-cv-00481
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<i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i>	D. Ore., No. 3:16-cv-00580
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i>	N.D. Cal., No. 17-cv-01825
<i>Audet et al. v. Garza et al.</i>	D. Conn., No. 3:16-cv-00940
<i>In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
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<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re: Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re: Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., MDL No. 2633, No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
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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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Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
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McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
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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First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
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Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)	M.D. Tenn., No. 3:14-cv-01707
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Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
Vergara et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-cv-06972
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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
Poseidon Concepts Corp. et al. (Canadian Securities Litigation)	Ct. of QB of Alberta, No. 1301-04364

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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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Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)	S.D.N.Y., No. 14-cv-07126
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Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
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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
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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
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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
Glasko 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.	D. Kan., No. 2:12-cv-02247
Gary, LLC v. Deffenbaugh Industries, Inc. et al.	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

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

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

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

Hilsoft-cv-148

Attachment 2

Woolite

Sponsored Search Listings - Text Ads

	<u>Copy</u>	<u>Character Limit</u>	<u>Difference</u>
Headline 1	Woolite Class Action Lawsuit	30	2
Headline 2	Your Rights May be Affected	30	3
Headline 3 (not guaranteed to show)	<i>Woolite Color Renew Detergent</i>	30	1
Description 1	Purchasers of Woolite detergent in California, New York, or Massachusetts may be included.	90	0
Description 2 (not guaranteed to show)	<i>To find out more information and to see if you are included, visit the website.</i>	90	11
Display URL	www.ColorRenewClassAction.com	n/a	n/a
Destination URL	www.ColorRenewClassAction.com	n/a	n/a

	<u>Copy</u>	<u>Character Limit</u>	<u>Difference</u>
Headline 1	Woolite Detergent Litigation	30	2
Headline 2	Your Rights May be Affected	30	3
Headline 3 (not guaranteed to show)	<i>Woolite Color Renew Detergent</i>	30	1
Description 1	Purchasers of Woolite detergent in California, New York, or Massachusetts may be included.	90	0
Description 2 (not guaranteed to show)	<i>To find out more information and to see if you are included, visit the website.</i>	90	11
Display URL	www.ColorRenewClassAction.com	n/a	n/a
Destination URL	www.ColorRenewClassAction.com	n/a	n/a

Attachment 3

Woolite

Proposed Keyword List - Sponsored Search

Keywords (will target plural and singular)

Match Type

Woolite Lawsuit	Phrase & Exact
Woolite Class Action	Phrase & Exact
Woolite Class Action Lawsuit	Phrase & Exact
Woolite Litigation	Phrase & Exact
Woolite Detergent Lawsuit	Phrase & Exact
Woolite Detergent Class Action	Phrase & Exact
Woolite Detergent Class Action Lawsuit	Phrase & Exact
Woolite Detergent Litigation	Phrase & Exact
Detergent Lawsuit	Phrase & Exact
Detergent Class Action	Phrase & Exact
Detergent Class Action Lawsuit	Phrase & Exact
Detergent Litigation	Phrase & Exact
Color Renew Detergent Lawsuit	Phrase & Exact
Color Renew Detergent Class Action	Phrase & Exact
Color Renew Detergent Class Action Lawsuit	Phrase & Exact
Color Renew Detergent Litigation	Phrase & Exact
Color Renew Lawsuit	Phrase & Exact
Color Renew Class Action	Phrase & Exact
Color Renew Class Action Lawsuit	Phrase & Exact
Color Renew Litigation	Phrase & Exact

Attachment 4

Purchasers of Woolite laundry detergent in California, New York, or Massachusetts with “Color Renew” and/or “revives colors” on the label may be eligible to receive a cash payment from a class action settlement.

SAN FRANCISCO, Month Day, Year / PRNewswire/--

A settlement has been reached in a class action lawsuit against Reckitt Benckiser LLC (“Reckitt”). Plaintiffs allege that Reckitt misrepresented that its Woolite Gentle Cycle and Woolite Darks laundry detergents renewed and/or revived the color in clothing. Reckitt contends that the detergents contained technology to renew and revive color in clothing and that the detergents did so. The Court has not made any determination as to who is right.

Who is Included?

The “Settlement Class” includes any one of the following:

- *California Class*: All residents of California who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 1, 2017 to May 1, 2023.
- *New York Class*: All residents of New York who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2018 to May 1, 2023.
- *Massachusetts Class*: All residents of Massachusetts who purchased Woolite laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from February 22, 2017 to May 1, 2023.

Woolite Delicates is not part of the settlement.

What does the Settlement Provide?

Reckitt has agreed to create a Settlement Fund of \$3,275,000. Cash payments from the Settlement Fund will be paid to members of the Settlement Class who submit timely, valid, and approved claims. Attorneys’ fees and expense reimbursement awarded by the court, service awards for class representative awarded by the court, costs and expenses associated with class notice and administration of the settlement, and any necessary taxes will also be deducted from the Settlement Fund. To file a claim for a cash payment, Class Members must submit a Claim Form. Claim Forms may be submitted online at www.ColorRenewClassAction.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 1-855-338-1822.

Class Member Rights and Options.

Members of the Settlement Class seeking a cash payment must complete and submit a timely, valid Claim Form. Claim Forms must be **postmarked or submitted online on or before Month DD, 20YY**. Class Members can also exclude themselves from, or object to the Settlement on or before **Month DD, 20YY**. Class Members who do not exclude themselves from

the Settlement will give up any right to sue Reckitt and Released Persons about the claims that are released by the Settlement Agreement, even if they have litigation pending against the Defendant. **A summary of Class Member rights under the Settlement and instructions regarding how to submit a claim, exclude oneself, or object are available at www.ColorRenewClassAction.com.**

The Court will hold a Final Approval Hearing on **Month DD, 20YY**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, expenses, and the Service Awards to class representatives. The Court will also listen to people who have asked to speak at the hearing. Class Members may attend the Hearing at their own expense, or may also pay their own lawyer to attend, but it is not necessary.

Want More Information?

This notice is a summary. Additional details are available at www.ColorRenewClassAction.com or by calling toll-free 1-855-338-1822.

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SOURCE// United States District Court for the Northern District of California

URL// www.ColorRenewClassAction.com

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

STEVEN ROBERT PRESCOTT,
DONOVAN MARSHALL, MARIA
CHRISTINE ANELLO, DARLENE
KITTRIDGE, TREAHANNA
CLEMMONS, and SUSAN ELIZABETH
GRACIALE, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

RECKITT BENCKISER LLC,

Defendant.

Case No.: 5:20-cv-02101-BLF

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION SETTLEMENT**

Hon. Beth Labson Freeman

1 **[PROPOSED] ORDER**

2 After considering Plaintiffs’ Motion for Preliminary Approval and to Direct Notice of
3 Settlement, the Court concludes it is appropriate to preliminarily approve the parties’ proposed
4 class action settlement and to direct notice in a reasonable manner to Class Members who would
5 be bound by the proposed settlement, since the Court will likely be able to (i) approve the
6 proposed settlement under Rule 23(e)(2) and (ii) certify the class for purposes of judgment on the
7 proposed settlement. *See* Fed. R. Civ. P. 23(e)(1)(B).

8 The Court now GRANTS the pending motion and makes the following findings and
9 orders:

10 **Likely Approval of the Proposed Settlement**

11 1. Based on its review, the Court finds that the Court will likely be able to approve
12 the proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2). *See* Fed. R. Civ.
13 P. 23(e)(1)(B)(i). The Settlement Agreement: (a) results from efforts by Class Representatives
14 and Class Counsel who adequately represented the class; (b) was negotiated at arm’s length; (c)
15 provides relief for the class that is adequate, taking into account: (i) the costs, risks, and delay of
16 trial and appeal; (ii) the effective proposed method of distributing relief to the class; and (iii) the
17 terms of the proposed award of attorney’s fees, costs, and service awards, including timing of
18 payment; and (d) treats Class Members equitably relative to each other.

19 **Likely Certification of Classes**

20 2. The Court further finds that the Court will likely be able to certify the Classes for
21 purposes of judgment on the proposal. *See* Fed. R. Civ. P. 23(e)(1)(B)(ii). The Court
22 preliminarily certifies the following Classes pursuant to Rule 23(b)(3) of the Federal Rules of
23 Civil Procedure:

24 (a) California Class: All residents of California who purchased Woolite laundry
25 detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from
26 February 1, 2017 to May 1, 2023.
27
28

1 (b) New York Class: All residents of New York who purchased Woolite laundry
2 detergent with a label bearing the phrases “Color Renew” and/or “revives colors” from
3 February 22, 2018 to May 1, 2023.

4 (c) Massachusetts Class: All residents of Massachusetts who purchased Woolite
5 laundry detergent with a label bearing the phrases “Color Renew” and/or “revives colors”
6 from February 22, 2017 to May 1, 2023.¹

7 3. The membership of the proposed settlement classes is identical to the membership
8 of the classes that were certified in my July 14, 2022 order granting class certification. *See* ECF
9 No. 143 at 22-23.

10 4. The Court thus finds that this action is likely to be certified as a class action, for
11 settlement purposes, pursuant to Fed. R. Civ. P. 23(a) and (b)(3).

12 5. Pursuant to 23(g), the Court appoints Eric Kafka of Cohen Milstein Sellers & Toll
13 as Class Counsel for the Settlement Classes.

14 **Notice and Administration**

15 6. The Court directs Epiq Class Action & Claims Solutions, Inc. (“Epiq”) to fulfill
16 its notice duties and responsibilities specified in this Order and the Settlement Agreement.

17 7. The Court finds that the provisions for notice to the Class set forth in the
18 Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil
19 Procedure 23 and provide the best notice practicable under the circumstances. The notice is
20 reasonably calculated to apprise Class Members of the nature of this litigation; the scope of the
21 Class, the Class claims, issues, or defenses; the terms of the Settlement Agreement; the right of
22 Class Members to appear, object to the Settlement Agreement, and exclude themselves from the
23 Settlement Class and the process for doing so; of the Final Approval Hearing; and of the binding
24

25 ¹ Excluded from the Settlement Classes are: (a) Reckitt, any entity in which Reckitt has a
26 controlling interest, Reckitt’s officers, directors, legal representatives, successors, subsidiaries
27 and assigns; (b) any judge, justice or judicial officer presiding over this action or settlement
28 conferences and the members of their immediate families and staff; (c) any person who timely
and properly excludes himself or herself from the Settlement Class.

1 effect of a class judgment on the Class. The Court therefore approves the proposed methods of
2 providing notice and directs Epiq to proceed with providing notice to Class Members, pursuant
3 to the terms of the Settlement Agreement and this Order.

4 8. No later than _____ [21 days after the of entry of this Order], Epiq
5 shall commence disseminating notice to the Class.

6 9. No later than fourteen days before the hearing on final approval of the settlement,
7 Epiq shall provide a declaration or affidavit for the Court that: (i) includes a list of those persons
8 who have opted out or excluded themselves from the Settlement; and (ii) describes the scope,
9 methods, and results of the notice plan.

10 **Objections and Exclusions**

11 10. Class Members who wish to opt-out and exclude themselves from the Class may
12 do so by submitting such request in writing consistent with the specifications listed in the Class
13 Notice no later than _____ [96 days after the of entry of this Order].

14 11. All Class members who do not opt out and exclude themselves shall be bound by
15 the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgment.

16 12. Any Class member who wishes to object to the Settlement must submit a written
17 objection to the Court no later than _____ [96 days after the of entry of this Order].

18 13. Any written objections must be either filed electronically with Court, submitted in
19 person at any location of the U.S. District Court for the Northern District of California, or mailed
20 to the “Class Action Clerk” at the Court’s address. Any objection regarding or related to the
21 proposed settlement shall contain a caption or title that identifies it as “Objection to Class
22 Settlement in Prescott v. Reckitt LLC, No. 5:20-cv-02101-BLF (N.D. Cal.).”

23 **Final Approval Hearing and Schedule**

24 14. The Court will hold a hearing on entry of final approval of the settlement, an
25 award of fees and expenses to Class Counsel, and service awards to the Class Representatives at
26 9:00 a.m. on _____ [131 days after entry of this Order]. At the final approval hearing,
27 the Court will consider: (a) whether the settlement should be approved as fair, reasonable, and
28

1 adequate for the Class, and judgment entered on the terms stated in the settlement; and (b)
2 whether Plaintiffs' application for an award of attorney fees and expenses to Class Counsel and
3 service awards to Class Representatives ("Fee Application") should be granted.

4 15. Plaintiffs shall move for final settlement approval and approval of attorney's fees,
5 litigation expense reimbursements, and class representative service awards no later than
6 _____ [96 days after the of entry of this Order].

7 16. No later than _____ [117 days after the of entry of this Order],
8 Plaintiffs may file reply papers or a brief with any additional information in support of final
9 approval and Plaintiffs' attorneys' fee application.

10
11 **IT IS SO ORDERED.**

12
13
14 Dated: _____

HON. BETH LABSON FREEMAN
UNITED STATES DISTRICT COURT JUDGE