

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA**

IN RE: KRISPY KREME DATA
SECURITY LITIGATION

Case No. 3:25-cv-00434-MOC-SCR

Hon. Max O. Cogburn

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

I. INTRODUCTION

Plaintiffs,¹ individually and on behalf of the Settlement Class, respectfully move the Court for an order (1) granting Final Approval of the Settlement; (2) confirming certification of the Settlement Class for settlement purposes; (3) finalizing the preliminary appointments of Class Counsel and Class Representatives; (4) awarding Class Counsel attorneys' fees of \$538,920.00 (one-third of the common Settlement Fund) and reasonable litigation costs; and (5) awarding Service Awards of \$1,500.00 to each Class Representative.

On March 5, 2026, this Court preliminarily approved the Settlement (Doc. No. 31), which provides substantial Settlement Class Member Benefits via a non-reversionary, all-cash \$1,616,760.00 Settlement Fund that will be used to make Cash Payments and provide free Credit Monitoring to the Settlement Class. SA ¶ 70. The Settlement Fund will also be used to pay all Settlement Administration Costs, Court-awarded Service Awards to Class Representatives, and Court-awarded attorneys' fees and costs. *Id.* Plaintiffs and Class Counsel strongly believe the Settlement is favorable to the Settlement Class. *See* Decl. of Class Counsel, attached as **Exhibit A** hereto ("Counsel Decl.") at ¶ 34.

Plaintiffs now move the Court for Final Approval of the Settlement, and apply for an award of attorneys' fees and costs to Class Counsel and Service Awards to the Class Representatives. The Settlement satisfies all Final Approval criteria. As of May 14, 2026, there have been no objections to the Settlement nor any opt-out requests. *See* Decl. of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Notice Program, attached as **Exhibit B** hereto

¹ All capitalized terms used herein shall have the same meanings as those defined in section II of the Settlement Agreement ("SA"), attached as Exhibit A to the Motion for Preliminary Approval (Doc. No. 51-1).

(“Admin. Decl.”), ¶ 39. This overwhelmingly positive response affirms the Court’s initial determination, outlined in the Preliminary Approval Order, that the Settlement is likely approvable as “fair, reasonable, and adequate” under Federal Rule of Civil Procedure 23(e)(1). Doc. 31 ¶ 6. Class Counsel zealously prosecuted Plaintiffs’ claims and achieved the Settlement only after an extensive investigation, informal discovery, and prolonged arm’s length negotiations. Counsel Decl. ¶¶ 11, 12, 56. They and Plaintiffs fully evaluated the strengths and weaknesses of the Parties’ respective positions and believe the Settlement fairly resolves their differences. *Id.* ¶ 38.

As compensation for the substantial benefit conferred upon the Settlement Class due to Class Counsel’s extensive efforts, Class Counsel respectfully moves the Court for an award of attorneys’ fees equal to 33% of the \$1,616,760.00 Settlement Fund (\$538,920.00), plus reimbursement of \$5,708.71 in reasonable litigation costs. *See* SA ¶ 104; Counsel Decl. ¶ 66. As detailed herein, courts in the Fourth Circuit have expressly and repeatedly approved attorneys’ fees of one-third of the common fund created for a class. The requested fee here is reasonable and appropriate in light of the substantial risks presented in prosecuting this Action, the quality and extent of work conducted, and the value secured for the Settlement Class. Class Counsel also seek Service Awards of \$1,500.00 to each Plaintiff for their work as Class Representatives on behalf of the Settlement Class. SA ¶ 105.

The Court should grant Final Approval of the Settlement and the Application for Attorneys’ Fees, Costs, and Service Awards.

I. INCORPORATION BY REFERENCE

In the interest of judicial efficiency, for factual and procedural background on this case, Plaintiffs refer this Court to and hereby incorporate Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (Doc. 28) and its accompanying memorandum of law and

exhibits, including the proposed Settlement Agreement (Doc. No. 28-1), filed in conjunction therewith.

II. FACTUAL BACKGROUND

On approximately November 29, 2024, Defendant identified the subject Data Incident involving unauthorized third-party access to approximately 138,269 individuals' Private Information stored on Defendant's systems. SA ¶ 3. Following Defendant's notification of the Data Incident, Plaintiff Bobo filed the first putative class action lawsuit against Defendant arising from the Data Incident on June 20, 2025, followed thereafter by Plaintiff Rodriguez's and Plaintiff Peace's similar putative class action cases. *Id.* ¶ 5. Prior to filing their respective clients' cases, Class Counsel conducted research and investigation into how the Data Incident occurred, the type of Private Information involved, the number of impacted individuals, Defendant's response to the Data Incident, and other related legal and factual issues. Counsel Decl. ¶ 56.

Plaintiffs Bobo, Rodriguez, and Peace agreed to work cooperatively to prosecute their related actions about the Data Incident and on June 23, 2025, moved to consolidate their cases and to appoint Class Counsel on an interim basis to represent the putative class. SA ¶ 6. Thereafter, 12 additional related actions were filed against Defendant arising from the Data Incident. *Id.* ¶ 7. The Court held a status conference on August 26, 2025, wherein the Court consolidated the related actions and granted Class Counsel's motion for interim appointment. *Id.* ¶ 9. Plaintiffs filed their operative Consolidated Class Action Complaint on October 17, 2025. *Id.* ¶ 10.

Thereafter, the Parties began discussing the prospect of early resolution. *Id.* ¶ 11. In anticipation of their settlement discussions, Plaintiffs requested and Defendant produced informal discovery related to liability and damages, including the number of individuals impacted by the Data Incident and the categories of Private Information involved. *Id.* ¶ 12. Over the next few

weeks, the Parties negotiated the Settlement at arm's-length and then, once an agreement on all material terms was reached, worked cooperatively and with the Settlement Administrator to draft and finalize the Settlement Agreement, Notice Documents, Claim Form, and Motion for Preliminary Approval. Counsel Decl. ¶¶ 12, 14.

The Court entered its Preliminary Approval Order on March 5, 2026, preliminary certifying the proposed Settlement Class for settlement purposes pursuant to Rule 23(a) & (b)(3), finding the Settlement likely to be approved as fair, reasonable, and adequate at the Final Approval Hearing under Rule 23(e)(2), and approving the Notice Program and forms and content of Notice to the Settlement Class. Doc. No. 31 ¶¶ 1, 6, 12. The Court also designated Plaintiffs as Class Representatives and Jeff Ostrow, Mariya Weekes, Scott Cole, and David Wilkerson as Class Counsel, and appointed Epiq as the Settlement Administrator. *Id.* ¶¶ 4, 5, 11. The Notice Program and Claim Process are proceeding in accordance with the Agreement and the Preliminary Approval Order. Admin. Decl. ¶¶ 19–48.

III. SUMMARY OF THE SETTLEMENT

A. The Settlement Class

Plaintiffs seek Final Approval for the Settlement Class of “All living individuals residing in the United States who were sent a notice of the Data Incident indicating their Private Information may have been impacted in the Data Incident.” SA ¶ 63. The Settlement Class excludes all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) Settlement Class Members who timely and properly opt-out. *Id.* The Settlement Class includes approximately 138,269 individuals. Admin. Decl. ¶ 23.

B. Compensation to Settlement Class Members

The Settlement establishes a non-reversionary \$1,616,760.00 common Settlement Fund,

which will be the total sum required to be paid by Defendant to settle this Action and will be used to pay (1) all Settlement Class Member Benefits; (2) all Settlement Administration Costs; (3) any Court-awarded Service Awards; and (4) any Court-awarded attorneys' fees and costs. SA ¶ 70. When submitting a Claim, Settlement Class Members can choose to receive one of two types of Cash Payments: Cash Payment A – Documented Losses or Cash Payment B – Alternate Cash. *Id.* ¶ 73. Claims for Cash Payments are subject to increase or decrease on a pro rata basis depending on the amount of Valid Claims vis-à-vis the Net Settlement Fund. *Id.* ¶ 73.

1. Cash Payment A - Documented Losses

Settlement Class Members may submit a Claim for up to \$3,500.00 per Settlement Class Member upon presentment of reasonable documented losses related to fraud and/or identity theft as a result of the Data Incident. *Id.* ¶ 73(a). To receive a documented loss payment, a Settlement Class Member must elect Cash Payment A on the Claim Form attesting under penalty of perjury to incurring documenting losses as a result of fraud and/or identity theft, and submit reasonable documentation supporting the expenses claimed. *Id.* Importantly, if a Claim for documented losses is rejected and the Claimant fails to cure, the Claim will be treated as one for Cash Payment B – Alternate Cash.

2. Cash Payment B – Alternate Cash

As an alternative to Cash Payment A – Documented Losses, a Settlement Class Member may elect to receive Cash Payment B – Alternate Cash, in the estimated amount of \$75.00 per Claimant (subject to pro rata increase or decrease depending on the amount of Valid Claims and the Net Settlement Fund), without submitting supporting documentation. *Id.* ¶ 73(b).

3. Credit Monitoring

In addition to a Cash Payment, all Settlement Class Members who do not opt-out of the Settlement will automatically receive free Credit Monitoring services including \$1,000,000.00 in identity theft insurance with no deductible. *Id.* ¶ 73(c). The Notice advised the Settlement Class

that they are automatically receiving Credit Monitoring without having to file a Claim, and how to activate the monitoring following the Effective Date. *See* Admin. Decl., Ex. 1.

C. Releases

In exchange for the Settlement Class Member Benefits provided for under the Settlement, Settlement Class Members and the Releasing Parties will release claims against Defendant and the Released Parties as set forth in the Settlement. *See* SA § XIII. The Releases are tailored to cover the claims that were asserted or that could have been asserted in relation to the Data Incident. Counsel Decl. ¶ 17.

D. Attorneys' Fees, Costs, and Service Awards.

The Settlement Fund will also be used to pay Class Counsel's Court-awarded attorneys' fees and costs and reasonable Service Awards for the Class Representatives. SA ¶ 70. As explained in the Agreement and the Notice to the Settlement Class, Class Counsel seek \$538,920.00 (one-third of the Settlement Fund) for an attorneys' fee award, plus reimbursement of litigation costs. *Id.* ¶ 104. Additionally, subject to Court approval, the Agreement provides for \$1,500.00 Service Awards for each Class Representative to be paid from the Settlement Fund, *id.* ¶ 105, to compensate Class Representatives for their efforts including assisting in Class Counsel's investigation and answering questions, reviewing and providing case documents, and being prepared to assist with discovery and mediation. Counsel Decl. ¶ 44. The Parties did not discuss attorneys' fees and costs or Service Awards as until after all material terms of the Settlement were negotiated and agreed upon. *Id.* ¶ 13.

E. Notice Program and Claim Process

The Parties selected Epiq as the Settlement Administrator. SA ¶ 61. Epiq is a nationally recognized and respected claims administrator. Admin Decl. ¶ 4. All Settlement Administration Costs, including costs of Notice, will be paid from the Settlement Fund. SA ¶ 70.

The Settlement Administrator implemented the Notice Program in full compliance with the

Settlement Agreement and the Preliminary Approval Order. Admin. Decl. ¶¶ 19–39. Direct Notice was provided via double-sided Postcard Notices that include a tear-off Claim Form and prepaid postage, sent via USPS first-class mail to the 138,255 members of the Settlement Class members for whom a physical address was available. *Id.* ¶ 24. Prior to sending the Postcard Notice, all mailing addresses were checked against the USPS National Change of Address database to ensure all address information was up-to-date, certified via the Coding Accuracy Support System to ensure the quality of zip codes, and verified through Delivery Point Validation. *Id.* ¶ 25. Postcard Notices returned undeliverable were promptly re-mailed to any new address available through USPS information or to better addresses that were found using a third-party lookup service (commonly referred to as “skip-tracing”). *Id.* ¶ 26. Upon successfully locating better addresses, Postcard Notices were promptly re-mailed. *Id.* As of May 19, 2026, the Settlement Administrator has remailed 1,050 Postcard Notices. *Id.*

The Notice Program also included digital advertising (“Digital Notices”) on the leading social media platforms in the United States, including *Facebook, Instagram, and LinkedIn*. *Id.* ¶ 30. The Digital Notices were designed to encourage participation by Settlement Class Members by linking directly to the Settlement Website to allow visitors easy access to relevant information and documents. *Id.* ¶ 31. Consistent with best practices, the Digital Notices used language from the Long Form Notice headline, which allowed users to identify themselves as potential Settlement Class Members. *Id.* All Digital Notices appeared on desktop, mobile, and tablet devices. *Id.* Digital Notices were also targeted (remarketed) to people who clicked on a Digital Notice. *Id.* The Digital Notices ran from March 25, 2026, through April 23, 2026. *Id.* ¶ 33. Combined, approximately 7.85 million targeted impressions were generated by the Digital Notices, which were targeted nationwide. *Id.* Examples of the Digital Notices are attached as Attachment 6 to the Settlement

Administrator's Declaration.

Additionally, on March 24, 2026, the Settlement Administrator launched the Settlement Website at www.KrispyKremeDataSettlement.com. *Id.* ¶ 36. The Settlement Website address was prominently displayed in all Notice documents. *Id.* Relevant documents, including the Settlement Agreement, Motion for Preliminary Approval, Preliminary Approval Order, Long Form Notice, and Claim Form are posted on the Settlement Website. *Id.* In addition, the Settlement Website includes relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members may opt-out from or object to the Settlement, contact information for the Settlement Administrator, and other relevant information. *Id.* Settlement Class Members can also submit a Claim Form on the Settlement Website. *Id.* As of May 19, 2026, there have been 127,401 unique visitor sessions to the Settlement Website, and 199,069 web pages have been presented. *Id.*

To facilitate locating the Settlement Website, sponsored search listings were acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. *Id.* ¶ 34. The sponsored search listings were displayed nationwide and linked directly to the Settlement Website. *Id.* The sponsored search listings ran from March 25, 2026, through April 23, 2026, and were displayed 14,200 times during that period, resulting in 2,523 clicks that displayed the Settlement Website. *Id.* ¶ 35. A complete list of the sponsored search keyword combinations is included as Attachment 7 to the Settlement Administrator's Declaration, and examples of the sponsored search listing as displayed on each search engine are included as Attachment 8 to same.

The Settlement Administrator also established a 24/7 toll-free telephone number for the Settlement on March 24, 2026, where callers have the option to learn more about the Settlement in the form of recorded answers to commonly asked questions, and request that a claim package with the Long Form Notice and Claim Form be mailed to them. *Id.* ¶ 37. The toll-free telephone

number was prominently displayed in all Notice documents. *Id.* As of May 19, 2026, there had been 2,631 calls to the toll-free telephone number, representing 6,035 minutes of use. *Id.*

The Notice Program was a great success, as evidenced by the overwhelming number of Claims Forms submitted thus far. As of May 19, 2026, the Settlement Administrator has received 7,629 Claims Forms, amounting to an impressive claims rate of 5.5%. Admin Decl. ¶ 41. The Settlement Administrator anticipates the amount of Claim Forms submitted will continue to increase until the June 22, 2026, Claim Form Deadline. *Id.*

Rule 23(e)(1) requires “direct reasonable notice to all class members who would be bound by” a proposed settlement. For a Rule 23(b)(3) class, 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.” Fed. R. Civ. P. 23(c)(2)(B). Notice satisfies this standard if it provides class members “a full and fair opportunity to consider the proposed decree and develop a response.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). The Notice Program accomplished that here. The Notices adequately informed the Settlement Class of the nature of the Action, the Settlement Class definition, the claims at issue, the binding effect of Final Approval and judgment, and the rights to object and opt-out. Admin Decl. Atts. 3–5. The Notices used clear language that is easy to understand. *Id.*

Further, the effective Notice Program here is consistent with notice programs approved by other courts. *Domonoske v. Bank of Am., N.A.*, 790 F. Supp. 2d 466, 472 (W.D. Va. 2011) (approving notice where individual direct notice mailed by fourth-class mail and settlement website and toll-free number established); *Smith v. Res-Care, Inc.*, 2015 WL 6479658, at *4 (S.D. W. Va. Oct. 27, 2015) (approving notice where individual direct notice mailed and settlement website and toll-free number established); *Decohen v. Abbasi, LLC*, 299 F.R.D.

469, 479 (D. Md. 2014) (finding direct mail Notice to each class members' last known address—and a second notice if the first was undeliverable—was the best practicable and satisfied notice requirements).

Moreover, the Settlement Administrator has taken all necessary measures to ensure notice reached as many of the Settlement Class Members as possible, causing direct Postcard Notice to reach 99% of the Settlement Class. Admin Decl. ¶ 28. Additionally, approximately 7.85 million targeted impressions were generated by the Digital Notices, which were targeted nationwide. *Id.* at ¶ 32. Such notice is consistent with notice programs approved in the Fourth Circuit and is considered a “high percentage” and within the “norm.” *Smith*, 2015 WL 6479658, at *5 (approving a “92.13% effective delivery rate to identified Class Members” as an “acceptable, and event exceptional, rate”); *In re Serzone Prods. Liab. Litig.*, 231 F.R.D. 221, 236 (S.D. W. Va. 2005) (approving publication notice rate of approximately 80% of the U.S. population where Settlement Class Members were exposed to notice an average of 2.6 times throughout notice program).

Thus, the Notice provided has been consistent with the Preliminary Approval Order, satisfies Rule 23 and due process, and weighs in favor of Final Approval.

IV. ARGUMENT AND MEMORANDUM OF LAW

A. The Settlement Class Should Be Certified.

As Plaintiffs set forth in their Motion for Preliminary Approval, the proposed Settlement Class satisfies all requirements of Rule 23. Fed. R. Civ. P. 23(a), (b)(3). The Court preliminarily certified the Settlement Class in its Preliminary Approval Order. ECF No. 31. Nothing has occurred that would change the Court's previous determination that Plaintiffs satisfy the requirements under Rule 23. Fed. R. Civ. P. 23(a), (b)(3). The Settlement Class still meets the requirements of numerosity, commonality, typicality, adequacy of representation,

predominance and superiority. See *In re Cap. One Consumer Data Sec. Breach Litig.*, 2022 WL 18107626, at *4 (E.D. Va. Sept. 13, 2022) (“Nothing has occurred that would alter the Court’s initial determination.”). Thus, the Court should finally certify the Settlement Class.

B. The Court Should Finally Approve the Settlement.

Plaintiffs bring this Motion for Final Approval pursuant to Rule 23(e), under which a class action may not be settled without approval of the Court. The primary concern is the “protection of class members whose rights may not have been given adequate consideration during the settlement negotiations.” *In re Jiffy Lube Sec. Litig.*, 927 F.2d 155, 158 (4th Cir. 1991). The Court may “limit its proceedings to whatever is necessary to aid it in reaching an informed, just and reasoned decision.” *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173 (4th Cir. 1975). If the Court concludes that the proposed settlement is “fair, reasonable, and adequate,” it should give final approval to the Settlement. *In re Red Hat, Inc. Sec. Litig.*, 2010 WL 2710517, at *1 (E.D.N.C. June 11, 2010) (citations omitted). The Court begins with a “strong initial presumption that the compromise is fair and reasonable.” *S.C. Nat. Bank v. Stone*, 139 F.R.D. 335, 339 (D.S.C. 1991).

The Court must make a determination as to the fairness, reasonableness, and adequacy of the settlement terms. Fed. R. Civ. P. 23(e)(2); *Manual for Complex Litigation (Fourth)*, § 21.632 (4th ed. 2004) (“MCL”). The preliminary approval stage involves both preliminary certification of the class and an initial assessment of the proposed settlement. *Horton v. Merrill Lynch, Pierce, Fenner & Smith*, 855 F. Supp. 825, 827 (E.D.N.C. 1994) (citing *In Re Mid-Atlantic Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)); see also MCL, Sec. 30.41 (3d ed. 1995). It is only after preliminary approval and notice to the settlement class that the court makes a final determination of the fairness, adequacy, and reasonableness of a proposed settlement.

The primary concern in reviewing a proposed class settlement is to ensure that the rights of class members have received sufficient consideration in settlement negotiations. *Jiffy Lube*, 927

F.2d at 158-59. Approval of a class action settlement is committed to the “sound discretion of the district courts to appraise the reasonableness of particular class-action settlements on a case-by-case basis, in light of the relevant circumstances.” *In re MicroStrategy, Inc. Sec. Litig.*, 148 F. Supp. 2d 654, 663 (E.D. Va. 2001).

Moreover, as the Fourth Circuit has recognized, courts strongly favor and encourage settlements. *See, e.g., U.S. v. Manning Coal Corp.*, 977 F.2d 117, 120 (4th Cir. 1992) (“It has long been clear that the law favors settlement.”). “This is particularly true in class actions” and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Six v. LoanCare, LLC*, 2022 WL 16747291, at *3 (S.D. W. Va. Nov. 7, 2022) (quoting *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 311 (3d Cir. 2011); *In re PaineWebber Ltd. P’ships Litig.*, 147 F.3d 132, 138 (2d Cir. 1998 (noting “strong judicial policy in factor of settlements, particularly in the class action context”)).

Plaintiffs now ask this Court to grant Final Approval of the proposed Settlement as fair, adequate, and reasonable, such that Settlement Class Members may appreciate the substantial Settlement Class Member Benefits it provides.

1. The Terms of the Settlement Warrant Final Approval under Jiffy Lube.

To determine Final Approval, the Fourth Circuit “adopted a bifurcated analysis, separating factors relating to the ‘fairness’ of the settlement from those relating to its ‘adequacy’.” *Horton v. Merrill Lynch, Pierce, Fenner & Smith, Inc.*, 855 F. Supp. 825, 828 (E.D.N.C. 1994).² Fairness focuses on whether the proposed settlement was the product of good faith bargaining at arm’s length, free from collusion. *Jiffy Lube*, 927 F.2d at 159. Adequacy “focuses on whether the consideration provided to the class members is sufficient.” *Beaulieu v. EQ Indus. Servs., Inc.*, 2009 WL 2208131, at *23 (E.D.N.C. July 22, 2009). The proposed

settlement is “not to be judged against a hypothetical or speculative measure of what might have been achieved by negotiators” in the best of all possible deals. *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th Cir. 1998) (affirming final approval of class settlement).

In analyzing the adequacy of a proposed settlement, the Court should consider the *Jiffy Lube* factors: (1) the relative strength of the case on the merits; (2) any difficulties of proof or strong defenses the plaintiff and class would likely encounter if the case were to go to trial; (3) the expected duration and expense of additional litigation; (4) the solvency of the defendants and the probability of recovery on a litigated judgment; and (5) and the degree of opposition to the proposed settlement. *Beaulieu*, 2009 WL at *26 (citing *Jiffy Lube*, 927 F.2d at 158; *Horton*, 855 F. Supp. at 829–30).

- a. *The Relative Strength of the Case on the Merits, the Risks of Trial, and the Expense of Additional Litigation Weigh in Favor of Final Approval*

By their very nature, because of the many uncertainties of outcome, difficulties of proof, and lengthy duration, class actions readily lend themselves to compromise. *S.C. Nat’l Bank v. Stone*, 749 F. Supp. At 1423 (D. S.C. 1990) (noting that settlement spares litigants the uncertainty, delay, and expense of a trial and appeals while simultaneously reducing the burden on judicial resources). Here, the first three *Jiffy Lube* factors are closely related, and weigh in favor of final approval of the proposed Settlement.

The value achieved through the Settlement Agreement is guaranteed, where chances of prevailing on the merits are uncertain. While Plaintiffs believe their case is strong, there would be substantial risk in litigating the case. Data breach cases are, by nature, especially risky and expensive, and innately complex. *See, e.g., In re Equifax Inc. Customer Data Sec. Breach Litig.*, 2020 WL 256132, at *32-33 (N.D. Ga. Mar. 17, 2020) (recognizing the complexity and novelty of issues in data breach class actions); *Gordon v. Chipotle Mexican Grill, Inc.*, 2019 WL

6972701, at *1 (D. Colo. Dec. 16, 2019) (“Data breach cases ... are particularly risky, expensive, and complex.”) (“This field of litigation is evolving; there is no guarantee of the ultimate result.”). This case is no exception to that rule. It involves approximately 138,269 Settlement Class Members, complicated and technical facts, and a well-funded and motivated Defendant.

There are numerous substantial hurdles Plaintiffs would have to overcome before the Court might find a trial appropriate, including a motion to dismiss, class certification, and summary judgment. Like any complex class action, data breach cases are challenging and time consuming to litigate, particularly here, where Defendant disputes Plaintiffs’ allegations and denies that it is liable for any harm caused to Plaintiffs from the Data Incident. Defendant has indicated it will vigorously defend the case. Thus, despite Plaintiffs’ confidence in the strength of this case, numerous legal issues and factual disputes exist that undermine the certainty of a more favorable outcome for the Settlement Class.

Rather than face this risk and uncertainty, the Settlement allows for Settlement Class Members to obtain benefits within the near future—as opposed to potentially waiting for years—and eliminates the possibility of receiving no benefits whatsoever. *In re CertainTeed Fiber Cement Siding Litig.*, 303 F.R.D. 199, 216 (E.D. Pa. 2014) (“[I]f the parties were to continue to litigate this case, further proceedings would be complex, expensive and lengthy, with contested issues of law and fact That a settlement would eliminate delay and expenses and provide immediate benefit to the class militates in favor of approval.”). Resolution also helps mitigate any harm that the Settlement Class Members may have suffered by providing access to Credit Monitoring benefits in the near-term, rather than after prolonged litigation.

Litigating this case to a favorable conclusion will require a considerable amount of time and resources and weighs in favor of accepting the Settlement now. *In re AT & T Mobility*

Wireless Data Servs. Sales Litig., 270 F.R.D. 330, 347 (N.D. Ill. 2010) (“Even if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory. Continued litigation carries with it a decrease in the time value of money, for ‘[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.’”) (internal citation omitted).

The Settlement Agreement, which establishes a \$1,616,760 non-reversionary common Settlement Fund, provides significant value to Settlement Class Members, including Cash Payments for reimbursement for documented out-of-pocket losses up to \$3,500, or an alternative cash payment estimated at \$75.00 per Claimant, and additional relief in the form of free Credit Monitoring that Settlement Class Members will automatically receive without having to file a Claim. SA ¶ 73. This is a sizeable recovery for the Settlement Class and represents real, meaningful benefits for Settlement Class Members. The Settlement provides benefits that address all potential harms of a data breach without the substantial risks, uncertainties, and duration and expense of continued litigation. Accordingly, the Settlement easily weighs in favor of Final Approval.

b. *The Lack of Opposition to the Proposed Settlement Supports Final Approval*

The Settlement Class’s reaction of the Settlement Class to the proposed Settlement has been undeniably positive. As of May 19, 2026, the Settlement Administrator has received *zero* exclusion requests and *zero* objections from the Settlement Class. Admin Decl. ¶ 39. This is an excellent indication of Class Member approval of the Settlement Agreement. *West v. Continental Automotive, Inc.*, 2018 WL 1146642, at *6 (W.D. N.C. Feb. 5, 2018) (quoting *National Rural Telecom. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004)) (“It is well established that the absence of a large number of objections to a proposed class action settlement raises a strong presumption that the terms of a proposed class settlement action are favorable to the class

members.”). The presumption in favor of Final Approval applies here with no objections to the Settlement, nor any opt-outs.

2. The Settlement Terms Satisfy Fourth Circuit Fairness Requirements.

The Fourth Circuit has listed four factors that a court should consider in concluding whether a proposed settlement agreement is fair and reached in good faith and without collusion: (1) the posture of the case at the time it settled; (2) the extent of discovery that had been conducted; (3) the circumstances surrounding the negotiations; and (4) the relevant experience of counsel. *Beaulieu*, 2009 WL at *24 (citing *Jiffy Lube*, 927 F.2d at 158–59; *Horton*, 855 F. Supp. at 828). “A proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms’ length negotiations.” *Harris v. McCrackin*, 2006 WL 1897038, at *5 (D. S.C. July 10, 2006); *ADESSO Homeowners’ Ass’n v. Holder Properties, Inc.*, 2017 WL 11272589, at *8 (D. S.C. May 23, 2017) (“[A] proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms’ length negotiations.”). This presumption is applicable here.

Even prior to discussing potential settlement, Plaintiffs and Class Counsel completed an extensive investigation, which helped them to fully understand the strengths and weaknesses of the Settlement Class’s claims and defenses and the risks of continued litigation. Counsel Decl. ¶ 56. Here, the posture of the case at the time of Settlement was after Plaintiffs filed their Consolidated Class Action Complaint. This is a promising time for settlement, as the Parties are aware of and able to evaluate all the claims asserted. Additionally, the Parties were able to direct their resources towards a possible settlement, as opposed to lengthy and expensive formal discovery and protracted litigation. Still, before coming to an Agreement, the Parties exchanged informal information related to the claims and defenses. *Id.* ¶ 11. This information exchanged

included, detailed information regarding the Data Incident, such as its causes, effects, and Defendant's response; the number of individuals affected; and the total number of individuals provided notice of the Data Incident. *Id.*

The Settlement arose as the result of protracted and intense, arm's length negotiations between highly experienced attorneys who are familiar with class action litigation—and data breach class actions in particular—and with the legal and factual issues in these cases. *Id.* ¶ 18. Throughout all negotiations, Class Counsel and counsel for Defendant fought hard for the interests of their respective clients. Negotiations were at arms-length with capable counsel, and there is no evidence of collusion. *Id.* See *ADESSO Homeowners' Ass'n*, 2017 WL 11272589, at *8 (“[A] proposed class action settlement is considered presumptively fair where there is no evidence of collusion and the parties, through capable counsel, have engaged in arms' length negotiations.”). Accordingly, the Settlement satisfies the Fourth Circuit's test for fairness and adequacy, and the Settlement should therefore be finally approved by the Court.

C. The Application for Attorneys' Fees, Costs, and Service Awards Should Be Granted.

Faced with the risks inherent to data breach lawsuits, Class Counsel secured significant value for the Settlement Class. The Settlement allows Settlement Class Members to claim cash payments to compensate their losses from the Data Incident, and to receive free Credit Monitoring services with no requirement to submit a Claim. Class Counsel now respectfully request that the Court award \$538,920.00 (one-third of the \$1,616,760.00 common Settlement Fund) in attorneys' fees, plus reimbursement of \$5,708.71 in reasonable litigation costs. The fee requested is justified given the exceptional relief provided by the Settlement, consistent with awards in similar data breach cases, and reasonable given the considerable time and resources Class Counsel expended.

In addition, Class Counsel respectfully request the Court approve Service Awards in the

amount of \$1,500.00 to each of the Class Representatives, in recognition of their significant time and effort in pursuing this litigation and the Settlement. Class Representatives actively participated in the prosecution of the Action to obtain a positive outcome for the Settlement Class and fulfilled all their duties. No Settlement or recovery would have been possible without their vital role.

For all these reasons and those articulated below, the requested attorneys' fees, costs, and Service Awards are fair and reasonable and should be approved.

1. **The Attorneys' Fees Award is Reasonable Under the Percentage of the Fund Method.**

In a common fund case such as this, “a reasonable fee is based on a percentage of the fund bestowed on the class.” *Franklin v. Duke Univ.*, 2026 U.S. Dist. LEXIS 14532, at *3 (M.D.N.C. Jan. 27, 2026) (quoting *Blum v. Stenson*, 465 U.S. 886, 900 n.16 (1984)). “The Fourth Circuit does not require the use of the percentage of fund method, but district courts in this circuit overwhelmingly apply it.” *Franklin*, 2026 U.S. Dist. LEXIS 14532, at *3; *see also Jones v. Dominion Res. Servs.*, 601 F. Supp. 2d 756, 758 (S.D. W. Va. 2009) (collecting cases) (“The percentage method has overwhelmingly become the preferred method for calculating attorneys’ fees in common fund cases.”); *Phillips v. Triad Guar. Inc.*, 2016 U.S. Dist. LEXIS 60950, 2016 WL 2636289, at *2 (M.D.N.C. May 9, 2016) (citation modified) (Overwhelmingly, courts prefer the percentage method, . . . in part because the percentage method closely associates the attorneys’ fees with the overall result achieved.”). Thus, the Court should assess Class Counsel’s fee request under the percentage of fund method.

“The percentage-of-the-fund method, also known as the common fund doctrine, allows attorney’s fees to be based on a percentage of the total recovery to the Plaintiff class.” *Berry v. Wells Fargo & Co.*, 2020 U.S. Dist. LEXIS 143893, 2020 WL 9311859, at *11 (D.S.C. 2020). Here Class Counsel seeks an attorneys’ fees award of one-third (33%) of the settlement fund, or

\$538,920.24. This is well within the range of reasonableness, as courts in the Fourth Circuit routinely award attorneys' fees in an amount equal to or greater one-third of a common fund. *See, e.g. Six v. Loancare, LLC*, 2022 U.S. Dist. LEXIS 202284 (S.D. W. Va. Nov. 7, 2022) (approving of attorneys' fees equivalent to one third of a class action common fund); *Adkins v. Midland Credit Mgmt.*, 2022 U.S. Dist. LEXIS 19733, at *8 (S.D. W. Va. Feb. 3, 2022) ("The requested award of \$331,666.67, which represents one-third of the Common Fund, is reasonable under the circumstances of this case."); *Scott v. Family Dollar Stores, Inc.*, 2018 U.S. Dist. LEXIS 41908 (W.D.N.C. Mar. 14, 2018) (approving of attorneys' fees equivalent to one third of fund).

Thus, Class Counsel's fee request is reasonable under the percentage-of-fund method.

2. Other Relevant Factors Support the Reasonableness of Class Counsel's Requested Fee.

"To determine the reasonableness of the fee award, courts assess the factors identified in *Barber v. Kimbrell's, Inc.* or a variant of those factors." *Franklin*, 2026 U.S. Dist. LEXIS 14532, at *3-4 (citing 577 F.2d 216, 226 n.28 (4th Cir. 1978)). The *Barber* factors, adopted from *Johnson v. Ga. Highway Express, Inc.*, are the following:

- (1) the time and labor expended;
- (2) the novelty and difficulty of the questions raised;
- (3) the skill required to properly perform the legal services rendered;
- (4) the attorney's opportunity costs in pressing the instant litigation;
- (5) the customary fee for like work;
- (6) the attorney's expectations at the outset of the litigation;
- (7) the time limitations imposed by the client or circumstances;
- (8) the amount in controversy and the results obtained;
- (9) the experience, reputation and ability of the attorney;
- (10) the undesirability of the case within the legal community in which the suit arose;
- (11) the nature and length of the professional relationship between attorney and client; and
- (12) attorneys' fees awards in similar cases.

Barber, 577 F.2d at 226 n.28 (adopting factors from *Johnson v. Ga. Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974)); *see also McAfee v. Boczar*, 738 F.3d 81, 88 (4th Cir. 2013) ("To ascertain what is reasonable in terms of hours expended and the rate charged, the court is bound

to apply the factors set forth in *Johnson v. Georgia Highway Express Inc.*”). These factors further support Class Counsel’s requested fee here.

a. *Time and Labor Required*

“The trial judge should weigh the hours claimed against his own knowledge, experience, and expertise of the time required to complete similar activities.” *Johnson, Inc.*, 488 F.2d at 717. Class Counsel’s coordinated work paid dividends for the Settlement Class. Counsel Decl. ¶ 63. Their time and resources devoted to prosecuting and settling the Action justify the requested fee. Class Counsel’s organization ensured work was coordinated to maximize efficiency and minimize duplicative work. *Id.* ¶ 64. Indeed, this time and labor factor turns on more than hours worked because an early settlement signals counsel’s efficiency and effectiveness in avoiding lengthy litigation. *See Jones*, 601 F. Supp. 2d at 759 (“One of the reasons that courts prefer the percentage method is that the percentage method better aligns the interests of class counsel and class members because it ties the attorneys' award to the overall result achieved rather than the hours expended by the attorneys.”); *Burnett v. CallCore Media, Inc.*, 2024 WL 3166453, at *6 (S.D. Tex. June 25, 2024) (“Overemphasizing the hours worked on a case, rather than emphasizing the value of those hours in moving the case toward a successful resolution, . . . can encourage delay, inefficiency, and recalcitrance towards early settlement.”).

Class Counsel devoted substantial time to file complaints, organize and file a consolidated complaint, and engaged in months of research, discovery, and arms-length negotiations with Counsel for Defendant until Settlement was reached. *Id.* ¶ 56. The time expended was reasonable and necessary based on the needs of the case and ultimately resulted in a highly favorable Settlement for the Settlement Class. *Id.* This factor thus weighs in favor of the requested fee.

b. Novelty and Difficulty of the Questions

This matter affects the rights of well-over one hundred thousand Settlement Class Members whose Private Information was impacted in the Data Incident and is a complex piece of litigation with many potential pitfalls. This case involved difficult issues in the novel and evolving area of data breach litigation. *See Gordon*, 2019 WL 6972701, at *1 (“Data breach cases... are particularly risky, expensive, and complex.”). As other Courts have recognized, “Cases of first impression generally require more time and effort on the attorney's part.” *Johnson*, 488 F.2d at 718. Defendant has consistently denied the allegations raised by Plaintiffs and made it clear at the outset that it would vigorously defend the case. While Plaintiffs have arguments and authorities that can support their allegations, the number of issues in this case, which centers on a developing area of the law—data breach litigation—creates uncertainty. Counsel Decl. ¶¶ 35–37.

Due at least in part to the cutting-edge nature of data protection technology and rapidly evolving law, data breach cases like this one face substantial hurdles—even just to make it past the pleading stage. *See, e.g., Hammond v. The Bank of N.Y. Mellon Corp.*, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). Should litigation continue, Plaintiffs would face the hurdle of obtaining class certification. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013) (denying class certification in data breach class action). Though they strongly believe in the merits of their claims, Plaintiffs and Class Counsel acknowledge proving causation and damages in the emerging area of data breach cases can be difficult and is by no means guaranteed. *See, e.g., Southern Independent Bank v. Fred’s, Inc.*, 2019 WL 1179396, at *8 (M.D. Ala. Mar. 13, 2019) (holding on *Daubert* motion that causation was not met for class certification purposes in data security breach case); *In re TJX Cos. Sec. Breach Litig.*, 246 F.R.D. 389, 398 (D.

Mass. Nov. 29, 2007) (“[T]he need for individualized damages decisions does not ordinarily defeat predominance where there are ... disputed common issues as to liability.”). Continued litigation further would require formal discovery, depositions, expert reports, maintaining class certification throughout trial and summary judgment, as well as possible appeals, which would require additional rounds of briefing and the possibility of no recovery at all.

While Plaintiffs are confident in the strength of their claims, they are also pragmatic in their awareness of the various defenses available to Defendant, as well as the risks inherent to continued litigation. Counsel Decl. ¶¶ 35, 38. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all, at some point likely far in the future. *In re Viropharma Inc. Sec. Litig.*, 2016 WL 312108, at *16 (E.D. Pa. Jan. 25, 2016) (settlement ensures recovery now, rather than the “speculative promise of a larger payment years from now.”). Given the high degree of novelty and difficulty, as well as uncertainty in this case, this factor weighs in favor of granting this fee request.

c. *Skill Required to Perform the Legal Service*

Class Counsel vigorously represented the Settlement Class and will continue to do so through Final Approval. Counsel Decl. ¶¶ 54, 57. Class Counsel have been actively involved in the bulk of the case from the start, thoroughly investigating the key facts, engaging in informal discovery, and participating in months of adversarial negotiations with Defendant to create a comprehensive Settlement Agreement. *Id.* ¶ 55, 56. This factor thus supports the requested fee.

d. *Preclusion of Other Employment by the Attorneys Due to Acceptance of the Case*

Class Counsel litigated this case for months and invested a cumulative 254.5 hours into the Action. *Id.* ¶ 47. This time could have been spent on other employment opportunities and given the contingent nature of this case, has so far been spent entirely without compensation. *Id.* ¶¶ 58,

59. Accordingly, this factor further supports the requested fee award.

e. Customary Fee

Class Counsel have spent a reasonable amount of time at a reasonable rate on this matter. The requested fee equal to 33% of the Settlement Fund squarely aligns with the typical percentage regularly approved in similar data breach cases and in class actions in Fourth Circuit courts. Examples of attorneys' fee awards of one-third or higher in data breach cases include the following: *Phillips et al. v. Bay Bridge Assoc's*, Case 1:23-cv-00022-DAE (W.D. Tex. July 30, 2024), Dkt. No. 53 (33% of settlement fund); *In re Tenet Healthcare*, Cause No. DC-22-07513 (Dist. Ct. Dallas County, Tex. May 22, 2024) (35% of \$10,000,000 common fund); *Garza v. HealthAlliance, Inc.*, No. 72450/2023 (NY Sup. Ct., Westchester Cty.) (35% of fund); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 2025 WL 2675178, at *13-14 (S.D. Fla. Sept. 17, 2025) (one-third of settlement fund); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 2025 WL 457896, at *11-12 (S.D. Fla. Feb. 11, 2025) (same); *In re Planet Home Lending, LLC Data Breach*, No. 3:24-cv-127 (KAD) (D. Conn.), ECF No. 48 (same); *In re CorrectCare Data Breach Litig.*, 2024 WL 4211480, at *4 (E.D. Ky. Sept. 14, 2024) (same); *Kondo, et al. v. Creative Services, Inc.*, No. 1:22-cv-10438-DJC, ECF No. 39 (D. Mass. Sept. 7, 2023) (same); *In re Sovos Compliance Data Security Incident Litig.*, No. 1:23-cv-12100 (D. Mass.), ECF No. 12 (same); *Alliance Ophthalmology, PLLC v. ECL Group, LLC*, 2024 WL 3203226, at *14-16 (M.D.N.C. June 27, 2024) (same); *Abrams, et al. v. The Savannah College of Art and Design Inc.*, No. 1:22-cv-04297-LMM, ECF No. 29 (N.D. Ga. Sept. 23, 2023) (same); *Phelps, et al. v. Toyotetsu N.A.*, No. 6:22-cv-00106-CHB-HA, ECF No. 47 (E.D. Ky. Oct. 25, 2023) (same); *In re: Forefront Data Breach Litig.*, 2023 WL 6215366, at *9 (E.D. Wis. Mar. 22, 2023) (same).

Additionally, a lodestar crosscheck supports the requested fee. "The purpose of a lodestar

cross-check is to determine whether a proposed fee award is excessive relative to the hours reportedly worked by counsel, or whether the fee is within some reasonable multiplier of the lodestar.” *Franklin*, 2026 U.S. Dist. LEXIS 14532, at *5 (citing *Boyd v. Coventry Health Care, Inc.*, 299 F.R.D. 451, 462 (D. Md. 2014)). Importantly, “[w]hen courts use the lodestar method only as a cross-check, they need not ‘exhaustively scrutinize’ the hours documented by counsel.” *Franklin*, 2026 U.S. Dist. LEXIS 14532, at *5 (quoting *Goldberger v. Integrated Res., Inc.*, 209 F.3d 43, 50 (2d Cir. 2000)).

Class Counsel’s current collective lodestar of \$181,993.40, representing 254.5 hours of work, amounts to a modest lodestar multiplier of just 2.96. Counsel Decl. ¶¶ 47, 48. Indeed, the requested multiplier is squarely aligned with (and even lower than) multipliers commonly awarded in the Fourth Circuit. *See Singleton v. Domino’s Pizza, LLC*, 976 F. Supp. 2d 665, 689 (D. Md. 2013) (“Courts have generally held that lodestar multipliers falling between 2 and 4.5 demonstrate a reasonable attorneys’ fee.”); *Kruger v. Novant Health, Inc.*, 2016 WL 6769066, at *5 (M.D.N.C. Sept. 29, 2016) (approving lodestar multiplier of 3.69); *In re Genworth Fin. Secs. Litig.*, 210 F. Supp. 3d 837, 845 (E.D. Va. 2016) (“District courts within the Fourth Circuit have regularly approved attorneys’ fees awards with 2-3 times lodestar multipliers.”). Given the quality of Class Counsel’s work and results achieved, the lodestar crosscheck supports the requested fee.

Furthermore, Class Counsel anticipate expending a significant amount of time and work consummating the Settlement, participating in the final fairness hearing, assisting Settlement Class Members with their claims and answering their questions, and working with the Claims Administrator on claims administration and distribution of benefits to the Settlement Class. Counsel Decl. ¶ 57. This means that by the time this case is brought to Final Approval, the lodestar “multiplier” will be even lower once these additional attorney hours are expended. Accordingly, this factor fully supports the fee requested.

f. Whether Fee is Fixed or Contingent

Class Counsel took this case on a purely contingent basis. *Id.* ¶ 59. As such, attorneys' fees were not guaranteed in this case. *Id.* Class Counsel assumed significant risk of nonpayment of attorneys' fees. *Id.* Thus, Class Counsel took on these significant risks knowing full well their efforts may not bear fruit. *Id.*

While Class Counsel were optimistic that Plaintiffs' claims would prevail, they recognized the risk of nonpayment was substantial. *See, e.g., In re Sonic Corp. Customer Data Sec. Breach Litig.*, 2019 WL 3773737 at *7 (N.D. Ohio Aug. 12, 2019) ("Data breach litigation is complex and risky. This unsettled area of law often presents novel questions for courts. And of course, juries are always unpredictable."); *In re Anthem, Inc. Data Breach Litig.*, 327 F.R.D. 299, 315 (N.D. Cal. 2018) (noting that "many of the legal issues presented in [] data-breach case[s] are novel"). From the outset, Class Counsel undertook this complex and potentially lengthy litigation knowing there was significant and real risk as to whether they would be compensated. Despite the serious litigation risks, Class Counsel were able to obtain a Settlement that provides significant present relief to the Settlement Class, including substantial monetary benefits.

g. Time Limitations Imposed by the Client or the Circumstances

Courts have recognized that "[p]riority work that delays the lawyer's other legal work is entitled to some premium." *Johnson*, 488 F.2d at 718. The nature of a data breach class action requires attorneys to respond immediately to data breach notices, which Class Counsel did here. Counsel Decl. ¶ 55. Accordingly, this factor weighs in favor of granting the requested fee award.

h. Amount Involved and Results Obtained

Through the Settlement, Class Counsel obtained a non-reversionary common Settlement Fund of \$1,616,760.00 to benefit the Settlement Class. SA ¶ 69. Given the risks, complexity, and uncertainty of this type of case, as well as the result obtained for the Settlement Class, this further

demonstrates the requested fee is reasonable. *Adkins v. Midland Credit Mgmt.*, 2022 U.S. Dist. LEXIS 19733, at *8 (S.D. W. Va. Feb. 3, 2022) (“The requested award of \$331,666.67, which represents one-third of the Common Fund, is reasonable under the circumstances of this case.”).

i. *Experience, Reputation, and Ability of the Attorneys*

Class Counsel and their respective firms have successfully litigated numerous class actions involving privacy claims on behalf of tens of millions of consumers. *See* Counsel Decl. ¶¶ 39–42 & Exs. 1–4. Class Counsel are devoted almost entirely to the prosecution of data breach class actions, with the vast bulk of their caseload being cases involving almost identical legal and factual issues to those presented in the instant case. *See id.* In these matters, Class Counsel serve in a variety of roles, oftentimes in various leadership positions. *Id.* This factor accordingly weighs in favor of granting the requested fees and costs award.

3. Class Counsel’s Request for Reimbursement of Expenses Is Reasonable.

“Counsel in common fund cases is entitled to reimbursement of expenses that were adequately documented and reasonably and appropriately incurred in the prosecution of the case.” *O’Hern v. Vida Longevity Fund, LP*, 2023 WL 3204044, at *10 (D. Del. May 2, 2023). In this case, Class Counsel seek reimbursement of costs in the amount of \$5,708.71; this award includes the reasonable expenses incurred to advance this litigation. Counsel Decl. ¶¶ 66, 68. The expenses incurred here are typical in litigation, were necessary for the successful prosecution and resolution of the claims against Defendant, and should be approved. *Id.* ¶ 68.

4. The Requested Service Awards Are Reasonable.

“At the conclusion of a successful class action case, it is common for courts, exercising their discretion, to award special compensation to the class representatives in recognition of the time and effort they have invested for the benefit of the class.” *Smith v. Krispy Kreme Doughnut*

Corp., 2007 U.S. Dist. LEXIS 2392, 2007 WL 119157, at *4 (M.D.N.C. Jan. 10, 2007). Generally, “[c]ourts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Cullen v. Whitman Med. Corp.*, 197 F.R.D. 136, 145 (E.D. Pa. 2000) (quotation omitted). Factors courts consider when deciding to give service awards include “the risk to the plaintiff in commencing litigation, both financially and otherwise; the notoriety and/or personal difficulties encountered by the representative plaintiff; the extent of the plaintiff’s personal involvement in the lawsuit in terms of discovery responsibilities and/or testimony at depositions or trial; the duration of the litigation; and the plaintiff’s personal benefit (or lack thereof) purely in her capacity as a member of the class.” *Vista Healthplan, Inc. v. Cephalon, Inc.*, 2020 WL 1922902, at *33 (E.D. Pa. Apr. 21, 2020) (quoting *McGee v. Ann’s Choice, Inc.*, No. 12-2664, 2014 WL 2514582, at *3 (E.D. Pa. June 4, 2014)). Courts in the Fourth Circuit routinely approve service awards of \$1,000 to \$5,000, or more. See *In re Capital One Consumer Data SEC Breach Litig.*, 2022 U.S. Dist. LEXIS 213070, at *13 (E.D. Va. Nov. 17, 2022) (award of \$5,000 for each class representative); *Rodriguez v. Riverstone Cmtys., LLC*, 2024 U.S. Dist. LEXIS 22802, at *7 (E.D.N.C. Feb. 2, 2024) (award of \$7,000 for each class representative).

For their efforts on the case, Plaintiffs seek a modest Service Award in the amount of \$1,500 each. SA ¶ 105. Plaintiffs were actively engaged in this action, including providing assisting in the investigation of the case, producing relevant documents, reviewing and approving pleadings, reviewing the Settlement documents, and answering counsel’s many questions. Counsel Decl. ¶ 44. Moreover, the Service Awards requested fall well below the upper range of service awards that have been approved by courts in the Fourth Circuit, and should be approved here.

5. Reimbursement of Settlement Administration Costs is Reasonable

Finally, Plaintiffs respectfully request approval of the Settlement Administration Costs, to

be paid from the Settlement Fund. The Settlement Administrator estimates that the total Settlement Administration Costs in this case will be approximately \$210,000 to \$230,000, inclusive of the costs to implement the Notice Program, handle Settlement administration to date, process Claim Forms and complete quality review, distribute Cash Payments to the Settlement Class, handle undeliverable payments, re-issue payments, communicate with members of the Settlement Class (including maintaining the Settlement Website and toll-free telephone number throughout the remaining duration of the Settlement administration), and associated project management and related billable hours to handle the distribution and related Settlement administration responsibilities. Admin Decl. ¶ 42. The amount of these costs and fees will be included in the supplemental declaration filed at least one week prior to the Final Approval Hearing. *Id.*

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter a Final Approval Order (1) granting Final Approval of the Settlement; (2) confirming certification of the Settlement Class for settlement purposes; (3) finalizing the preliminary appointments of Class Counsel and Class Representatives; (4) awarding Class Counsel attorneys' fees of one-third of the Settlement Fund (\$538,920.00), plus reimbursement of reasonable costs in the amount of \$5,708.71; and (5) awarding Service Awards of \$1,500.00 to each Class Representative.

Dated: May 22, 2026

Respectfully Submitted,

s/ Jeff Ostrow

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Counsel for the Settlement Class

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA**

IN RE: KRISPY KREME DATA
SECURITY LITIGATION

Case No. 3:25-cv-00434-MOC-SCR
Hon. Max O. Cogburn

**JOINT DECLARATION OF CLASS COUNSEL IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR
ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS**

We, Jeff Ostrow, Mariya Weekes, Scott Cole, and David Wilkerson, being competent to testify, make the following declaration:

1. We are Class Counsel¹ for Plaintiffs and the Settlement Class in the above-captioned Action, having been preliminarily appointed in the Court's March 5, 2026, Order granting Preliminary Approval of the proposed Settlement (Doc. No. 31). We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of the Class Action Settlement and Application for Attorneys' Fees, Expenses, and Service Awards, filed contemporaneously herewith. Except as otherwise noted, we have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

BACKGROUND OF THE LITIGATION

2. Defendant is a publicly traded international doughnut and coffeehouse chain that has 1400 locations and maintains its headquarters in Charlotte, North Carolina. In the course of operating its business, Defendant collects, maintains, and stores Private Information pertaining to

¹ All capitalized terms used herein have the meanings as those defined in Section II of the Settlement Agreement, attached to the Motion for Preliminary Approval as Exhibit A, Doc. No. 28-1 ("SA").

its current and former employees, such as names, address, dates of birth, Social Security numbers, and financial account access information.

3. In November 2024, Defendant detected that it was the target of a cyberattack on its systems. Defendant ultimately determined an unauthorized party may have gained access to Settlement Class Members' Private Information during the Data Incident.

4. Defendant began mailing notice of the Data Incident to impacted individuals (approximately 138,269 individuals) in June 2025.

5. Following Defendant's mailing notice of the Data Incident, Plaintiff Bobo filed a complaint against Defendant initiating this Action on June 20, 2025, asserting several causes of arising from the Data Incident on behalf of a putative class of affected individuals. Plaintiff Rodriguez and Plaintiff Peace filed subsequent related actions seeking to represent the same putative class of individuals.

6. Agreeing to work cooperatively, on June 23, 2025, Plaintiffs Bobo, Rodriguez, and Peace moved to consolidate their related actions and to appoint Jeff Ostrow, Mariya Weekes, and Scott Cole as interim co-lead counsel and David Wilkerson as interim liaison counsel.

7. Thereafter, 12 additional related actions were filed against Defendant arising from the Data Incident.

8. The Court held an in-person status conference on August 26, 2025, wherein the Court consolidated all pending related actions arising from the Data Incident and appointed the undersigned as interim counsel for the putative class.

9. On October 17, 2025, Plaintiffs filed the operative Consolidated Class Action Complaint in the Action.

10. Thereafter, considering the risk, expense, and delay of continued litigation, and in an effort to conserve resources for the benefit of the Settlement Class, the Parties began discussing the prospect of early resolution. In anticipation of their settlement discussions, on November 26, 2025, the Parties filed a joint motion to stay proceedings pending the outcome of their negotiations, which the Court granted on November 30, 2025.

11. To assist in settlement discussions, Class Counsel propounded informal discovery requests on Defendant related to liability and damages issues, to which Defendant responded by providing information related to, among other things, the number of impacted individuals and the categories of Private Information involved in the Data Incident. The materials exchanged further assisted Class Counsel in fully understanding the Settlement Class's claims, Defendant's defenses, and the risks of continued litigation in preparation for settlement discussions.

12. Over the following weeks, the Parties engaged in arm's-length settlement discussions and ultimately reached agreement on the material terms of the proposed Settlement.

13. The Parties did not discuss attorneys' fees and costs or Service Awards until after they reached agreement on all material Settlement terms, thereby avoiding any potential conflict with the Settlement Class.

14. Once the Settlement was reached, the Parties worked cooperatively and with the Settlement Administrator to negotiate, draft, and finalize the Agreement, Notice documents, Claim Form, and Motion for Preliminary Approval.

15. Plaintiffs filed their unopposed Motion for Preliminary Approval on January 27, 2026 (Doc. No. 28), and the Court entered its Preliminary Approval Order on March 5, 2026 (Doc. No. 31).

SETTLEMENT AGREEMENT

16. This Settlement establishes a \$1,616,760.00 non-reversionary common Settlement Fund from which Settlement Class Members may submit Claims to receive one of two Cash Payments: (a) Cash Payment A – Documented Losses, up to \$3,500.00 per Claimant; and (b) Cash Payment B – Alternate Cash, in the estimated amount of \$75.00 per Settlement Class Member, subject to a *pro rata* increase or decrease depending on the number of Valid Claims submitted and the Net Settlement Fund amount. In addition to a Cash Payment, all Settlement Class Members who do not opt-out of the Settlement will automatically receive free Credit Monitoring services including \$1,000,000.00 in identity theft insurance with no deductible.

17. The Releases in the Agreement are narrowly tailored to the claims made in the Action.

18. The Settlement was reached in the absence of collusion and is the result of good-faith, informed, protracted, and arm's-length negotiations between experienced attorneys on both sides who are familiar with class action litigation and with the legal and factual issues at stake.

19. Although Plaintiffs and Class Counsel believe the claims asserted in this Action are meritorious and the Settlement Class would ultimately prevail at trial, continued litigation poses significant risks that make any recovery for the Settlement Class uncertain. Defendant has compelling defenses and would likely have moved to dismiss all of Plaintiffs' claims.

20. Plaintiffs approve of the Settlement's terms, as do Class Counsel, based on their deep experience litigating data privacy class actions and other complex litigation. The Settlement's fairness is underscored by consideration of the obstacles that the Settlement Class would face in ultimately succeeding on the merits, as well as the expense and likely duration of the litigation.

21. Although Plaintiffs and Class Counsel are confident in the merits of Plaintiffs' claims, the litigation risks cannot be disregarded. Besides the risk of losing at trial, substantial

additional costs are anticipated if litigation continues, including expert witness fees and discovery. Plaintiffs would need to defeat the motion to dismiss, counter a later motion for summary judgement, and both gain and maintain certification of the Settlement Class, with a near inevitable interlocutory appeal attempt. To date, to Class Counsel's knowledge, no data breach class action has been tried.

22. Despite the risks involved with further litigation, the Settlement provides outstanding benefits in the form of Cash Payments for all Settlement Class Members. The Settlement guarantees the Settlement Class real relief for harms from the Data Incident.

23. The Settlement Class Member Benefits provided under the Agreement are consistent with, and in fact exceed, those in other approved settlements, including in data privacy class actions. *See, e.g. Desue, et al. v. 20/20 Eye Care Network Inc.*, 2023 WL 4420348, (S.D. Fla. July 8, 2023) (approving \$4,200,000 settlement for about 3,000,000 class members); *In re Yahoo! Inc. Customer Data Breach Litig.*, 2020 WL 4212811 (N.D. Cal. July 20, 2020) (approving \$117,500,000 settlement for 194,000,000 class members); *Adlouni v. UCLA Health Sys. Auxiliary.*, No. BC589243 (Cal. Sup. Ct., Los Angeles Cnty. June 28, 2019) (approving \$2,000,000 settlement for 4,500,000 class members); *In re Target Cop. Customer Data Sec. Litig.*, No. 0:14-md-02522, Doc. No. 758 (D. Minn. May 12, 2016) (approving \$10,000,000 settlement for 97,500,000 class members).

24. The Settlement does not improperly discriminate between any segments of the Settlement Class.

25. Class Counsel did not have a professional relationship with Plaintiffs prior to this case, and there were no time limitations.

26. Other than the Agreement, there are no agreements related to the Settlement.

27. Class Counsel worked closely with the Settlement Administrator to effectuate the terms of the Settlement and Notice Program, consistent with the Preliminary Approval Order.

28. The Notice Program was implemented in compliance with the Agreement and the Preliminary Approval Order, and the Claim Process is ongoing. The Notice Program was designed to be the best notice practicable under the circumstances and satisfy due process. Settlement Class members received direct Notice, which provides the best possible and most practicable notice in a class settlement.

29. The Notices described the amount Class Counsel intended to request in attorneys' fees and costs in plain and clear language.

30. The Claim Process and distribution of Settlement Class Member Benefits is fair, convenient, and effective. The Claim Process was structured to give all Settlement Class members adequate time to review the Settlement terms, submit their Claims, and decide whether to opt-out of or object to the Settlement.

31. Claim Forms (submitted by mail or online) are due to the Settlement Administrator by the Claim Form Deadline, which is June 22, 2026. The Claim Form is in plain language for easy completion and the overall process is straightforward. With one month left before the Claim Form Deadline, Class Counsel anticipate the number of Claims will continue to increase.

32. Settlement Class Members who submit Valid Claims will promptly receive Cash Payments by electronic means or paper check issued by the Settlement Administrator.

33. Although the Parties entered into a Settlement relatively early in litigation, the Settlement negotiations were hard-fought, and the Parties expended significant time and energy on this Action. This Action has been thoroughly investigated by counsel experienced in data privacy and class action litigation. Moreover, Class Counsel's informal exchange of discovery and

good-faith negotiations over a period of weeks have ensured a fair, reasonable, and adequate Settlement.

34. It is Class Counsel's opinion, based on the experience detailed below, that the Settlement is a fair, reasonable, and adequate resolution of Plaintiffs' and the Settlement Class's claims. Based on Class Counsel's ample experience in similar data breach cases, Class Counsel strongly support the Settlement, as do Plaintiffs.

35. While Plaintiffs and Class Counsel are confident in the merits of Plaintiffs' claims, there were nonetheless substantial risks involved in this Action, including whether Plaintiffs' claims would survive Defendant's motion to dismiss or arduous motions practice to follow, including class certification issues, *Daubert* motions on damages methodologies, and others, all of which would be hurdles Plaintiffs would need to overcome to prevail on their claims and receive compensation from Defendant.

36. Time was also not on the Settlement Class Members' side. While the Parties would be litigating the foregoing issues potentially for years to come, Settlement Class Members would not have the benefit of the relief provided by the instant Settlement. Thus, a reasonable settlement is more practical than facing the risks of no recovery at all after years of litigation.

37. In contrast to the risk, cost, and delay posed by proceeding to trial, if it is finally approved, the Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive benefits that may not have been available at trial. Based on the foregoing, it is Class Counsel's well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested class certification proceedings, trial and appeal, the proposed Settlement is fair, reasonable, and adequate.

38. Class Counsel and Plaintiffs fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions, and believe the Settlement fairly resolves their differences.

CLASS COUNSEL'S EXPERIENCE AND EXPERTISE

39. Counsel for both sides have decades of experience in consumer class-action litigation involving data privacy, including those data breaches specifically. Class Counsel are highly experienced in consumer class action litigation, as demonstrated in their respective firm resumes attached as **Exhibits 1-4** hereto, and have brought that significant experience to bear in litigating and settling this Action.

40. Class Counsel have substantial experience litigating consumer class actions, including many involving data breaches, deceptive practices, breach of contract, and other types of allegedly wrongful conduct.

41. Indeed, Class Counsel have emerged as leaders in nationwide litigation against various entities over data breaches and improper storage and protection of sensitive personal data.

42. Class Counsel needed a high degree of skill, both to settle the Action and to be prepared to litigate the merits through any potential motion practice, trial, and appeal. Class Counsel's experience handling the most prominent data breach cases and their understanding of the related legal issues from those cases helped them successfully and efficiently prosecute this Action and obtain a substantial result for the Settlement Class. The significant Settlement Fund achieved is guaranteed, whereas the chances of prevailing on the merits are uncertain.

ATTORNEY'S FEES, COSTS, AND SERVICE AWARDS

Service Awards

43. Plaintiffs were appointed as Class Representatives in the Preliminary Approval Order. The Settlement calls for reasonable Service Awards for the Class Representatives of up to

\$1,500.00 each. The Service Awards are intended to compensate Class Representatives for their efforts on the Settlement Class's behalf.

44. Class Representatives have ably represented the Settlement Class and have been instrumental in assisting Class Counsel throughout this proceeding. Class Representatives initiated and remained in contact with Class Counsel; assisted in the investigation of the Action; reviewed and approved the pleadings in this case and the Agreement; supervised and monitored Class Counsel, remaining available for consultation throughout the negotiation process; and provided background documents and followed the progress of this litigation to ensure the Settlement Class received the best recovery possible given the particular circumstances and risks of the Action. Class Representatives also put their personal reputation at risk by being named in initial pleadings, putting themselves forward for public scrutiny. Plaintiffs were not promised a Service Award, nor did they condition their representation on the expectation thereof. Class Representatives are committed to continuing to assist Class Counsel through and following Final Approval.

45. All Settlement Class Members and the Class Representatives are potentially affected by the same Data Incident, and thus have common interests. Class Representatives have the same interest in the Settlement relief, and the absent members of the Settlement Class have no diverging interests.

Attorneys' Fees

46. After agreeing to the Settlement's material terms, Class Counsel negotiated attorneys' fees and costs as part of the total Settlement Class Member Benefits. Class Counsel seek a \$538,920.00 attorneys' fees award (33.33% of the Settlement Fund) under the Fourth Circuit's percentage of the fund method supported by a lodestar crosscheck, and reimbursement of

\$5,708.71 for reasonable litigation costs. The forms of Notice advised the Settlement Class of these intended requests.

47. As further detailed herein, Class Counsel's total lodestar in this case is **\$181,993.40**, representing 254.5 total hours of attorney and paralegal work, broken down by firm as follows:

- a. Kopelowitz Ostrow P.A. - \$53,185.00 / 72.2 hours
- b. Milberg PLLC - \$74,157.40 / 79.2 hours
- c. Cole & Van Note - \$54,651.00 / 103.1 hours

48. Thus, the request of \$538,920.00 in attorneys' fees results in a modest **2.96** multiplier.

49. Milberg's current hourly rates range from \$258 for paralegals to \$1,141 for senior partners, and have been recently approved by courts around the country, including in data breach class actions similar to this Action. *See, e.g., In re Onix Group Data Breach Litigation*, Case No. 23-2288-KSM (ED Pa. 12/13/2024, Doc. 57) (approving Milberg hourly rates); *In re: GE/CBPS Data Breach Litigation*, Case No. 1:20-cv-02903 (KPF) (S.D.N.Y. 3/28/2023, Doc. 123) (approving Milberg hourly rates); *Pagan v. Faneuil, Inc.*, Case No. 3:22-cv-297 (ED VA February 17, 2023, Doc. 53) (approving Milberg hourly rates); *Powers, Sanger et al v. Filters Fast LLC*, Case 3:20-cv-00982-jdp (WD WI, July 22, 2022), Doc. 84) (Milberg fee application approved on a lodestar basis); *James v. Cohnreznick LLP*, Case Number: 1:21-cv-06544-LJL (SD NY September 20, 2022, Doc. 56 (approving Milberg fee application submitted on both percentage of benefit and lodestar calculation)); *In re Deva Concepts Product Liability Litigation*, Case 1:20-cv-01234-GHW, Order Granting Motion for Attorneys' Fees, Doc. 129 (January 3, 2022); *see also* Doc. 121-1 (filed 10/01/21); *Lamie et al. v. LendingTree, LLC*, Case No. 3:22-cv-00307 (W.D. N.C. February 27, 2024, Doc. 60) (final approval order approving Milberg hourly rates as

reasonable as part of a lodestar cross-check, and highlighting “the quality, skill, and experience of counsel” and “the excellent results”); *Baldwin et al. v. National Western life Insurance Company*, Case No. 2:21-cv-04066 (W.D. Mo. Doc. 76 (same)); *Purvis, et al v. Aveanna Healthcare, LLC*, Case No. 1:20-cv-02277-LMM (N.D. Ga. October 2022, Doc. 79) (appointed class counsel; final approval granted) (same).

50. KO’s current hourly rates range from \$250 for paralegals to \$1,100 for senior partners, and have been recently approved by courts around the country, including in data breach class actions similar to this Action. *See, e.g. Peterson v. Vivendi Ticketing US LLC*, Case No. CV 23-7498-MWF (DFMx) (C.D. Cal. Dec. 16, 2024), Doc. No. 52 (KO fee application approved on percentage-of-fund and lodestar bases); *McKenzie v. Walser Automotive Group, LLC, et al.*, Case No. 27-cv-24-9692 (Hennepin Ct’y, Mn. Sept. 15, 2025) (KO fee application approved on lodestar basis); *Herman, et al. v. MD Now Medical Centers, Inc.*, Case No. CACE25005305 (Broward Ct’y Fl. Sept. 18, 2025) (KO fee application approved on lodestar basis); *Gina Letizio, et al. v. Akumin Operating Corp.*, Case No. CACE25011999 (Broward Ct’y Fl. Dec. 16, 2025) (KO fee application approved on lodestar basis).

51. Cole & Van Note’s current hourly rates range from \$250 for paralegals to \$1,250 for senior partners, and have been recently approved by courts around the country, including in data breach class actions similar to this Action.

52. As the Court considered at the Preliminary Approval Stage, Class Counsel are highly qualified and have a great deal of experience litigating complex consumer class actions, including in the data privacy context. This experience proved beneficial to Plaintiffs and the Settlement Class during Settlement negotiations.

53. In evaluating the quality of Class Counsel's representation, the Court should also consider opposing counsel. Defendant is represented by extremely capable counsel who are worthy, highly competent adversaries.

54. Class Counsel have vigorously pursued the Settlement Class's interests in securing a Settlement bringing immediate, valuable benefits, while avoiding the risks of continued litigation. To do so, Class Counsel leaned on their experience in data privacy litigation, their detailed investigation of this particular Action, and informal discovery exchanged in connection with mediation and settlement negotiations.

55. The nature of a data breach class action requires attorneys to respond immediately to data breach notices, which Class Counsel did here.

56. Our work in this Action thus far includes investigating the cause and effects of the Data Incident; interviewing potential clients; evaluating the potential class representatives; contributing to the evaluation of the merits of the Action before filing the initial complaints; conducting extensive legal research and research into data security incidents and their causes and effects, including conducting further extensive research into data security practices and standards across similar platforms and industries; drafting and filing the initial complaints; preparing for and attending the case management conference; propounding informal discovery to assist in settlement negotiations; drafting and revising the Settlement Agreement, the Notices, the Claim Form, the Motion for Preliminary Approval, and the instant Motion for Final Approval and Application for Attorneys' Fees, Costs, and Service Awards; communicating with Defendant's Counsel and the Settlement Administrator on a regular basis; updating and handling questions from Plaintiffs; and overseeing the Notice Program and Claim Process with substantial interaction with the Settlement

Administrator. The time expended was reasonable and necessary based on the needs of the case and ultimately resulted in a highly favorable Settlement for the benefit of the Settlement Class.

57. Continuing through today, we have continued to work with Defendant and the Settlement Administrator regarding administration and processing of the Claims, as well as answering Settlement Class Members' questions about the Settlement and Claim Process. Based on our experience, we expect to spend additional hours preparing for and attending the Final Approval Hearing, defending the Settlement from any potential objections, and supervising the Settlement Administration and payment distribution process.

58. Class Counsel have not been paid for their extensive efforts in securing the Settlement for the Settlement Class, or reimbursed for litigation costs advanced or incurred. Class Counsel took this case on a contingency basis unaware if they would get paid for their attorneys' fees or costs advanced. Class Counsel assumed the risk of this engagement and worked diligently and efficiently to obtain a substantial result.

59. The retention agreements with Plaintiffs in this Action were contingent fee agreements. No payment of attorneys' fees would occur in this case but for an attorneys' fee award in an individual or class settlement. Class Counsel took on this case with no guarantee they would receive any compensation for their work, which occupied significant resources at Class Counsel's respective firms even before this Action was filed. There was a risk of nonpayment or underpayment for Class Counsel's time, with Class Counsel foregoing the opportunity to work on other matters.

60. Class Counsel remains completely uncompensated for the time invested in the Action, in addition to the substantial costs they have advanced. Public policy concerns—ensuring the continued availability of experienced and capable counsel to represent classes of injured

plaintiffs holding small individual claims—also support the requested fee. This practice encourages attorneys to assume this risk and allows plaintiffs who would otherwise not be able to hire an attorney to obtain competent counsel.

61. Considering Defendant has compelling defenses, continuing to pursue this Action posed a significant risk for Plaintiffs and the Settlement Class, and makes litigating data breach cases less desirable in general.

62. This Action has required us and other attorneys at our firms, to spend time that could have been spent on other matters.

63. Class Counsel's coordinated work paid dividends for the Settlement Class. Each of the above-described efforts was essential to achieving the Settlement. Class Counsel's time and resources devoted to prosecuting and settling this Action justify the requested attorneys' fee.

64. Prosecuting and settling these claims demanded considerable time and labor, making this attorneys' fee request reasonable. Class Counsel's organization ensured the work was coordinated to maximize efficiency and minimize duplication of effort. Substantial time and resources were also dedicated to investigating the facts and interviewing potential plaintiffs, researching and developing the legal claims at issue, exchanging informal discovery, consolidating and organizing the related actions, and drafting the consolidated complaint. Significant time was then devoted to negotiating and drafting the Settlement Agreement, to the Preliminary Approval process, and to all actions required thereafter pursuant to the Preliminary Approval Order. Class Counsel have spent substantial time addressing the Notice Program and Claim Process, and preparing the Motion for Final Approval. Time will also be spent preparing for and attending the Final Approval Hearing. Finally, Class Counsel will devote substantial time to Settlement Administration, should Final Approval be granted, to ensure Valid Claims are paid and the

Settlement is fully implemented. Each of those efforts is and was essential to achieving the Settlement.

65. Class Counsel therefore submit that the request for an attorneys' fee award of \$538,920.00 (33% of the Settlement Fund) is fair, reasonable, and adequate.

Litigation Costs

66. The total costs incurred by Class Counsel total **\$5,708.71**, broken down by firm as follows:

- a. Kopelowitz Ostrow P.A. - \$1,894.48
- b. Milberg PLLC - \$2,460.23
- c. Cole & Van Note - \$1,354.00

67. Class Counsel's costs in prosecuting this Action were incurred for service and pro hac vice fees, travel expenses, and filing fees. Cost receipts will be submitted to the Court should it likewise so require.

68. The expenses incurred here are typical in class action litigation and were necessary for the successful prosecution and resolution of the claims against Defendant.

CONCLUSION

69. We strongly believe that the Settlement is favorable for the Settlement Class. The Settlement addresses the types of injury and repercussions sustained by Settlement Class Members in the wake of the Data Incident. The Settlement was achieved in a case that was both risky and complex. In the opinion of the undersigned, the Settlement is fair, reasonable, adequate, and the request for attorneys' fees and costs and Service Awards should be granted.

* * *

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

Executed on this 22nd day of May, 2026, at Fort Lauderdale, Florida.

/s/ Jeff Ostrow
Jeff Ostrow

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

Executed on this 22nd day of May, 2026, at Miami, Florida.

/s/ Mariya Weekes
Mariya Weekes

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

Executed on this 22nd day of May, 2026, at Oakland, California.

/s/ Scott Edward Cole
Scott Edward Cole

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

Executed on this Executed on this 22nd day of May, 2026, at Asheville, North Carolina.

/s/ David Wilkerson
David Wilkerson

EXHIBIT 1



COLE & VAN NOTE
ATTORNEYS AT LAW

"A single voice has the power to push Big Business toward big change."

FIRM RESUME

OVERVIEW OF OUR PRACTICE

Cole & Van Note (“CVN”) is a boutique class action firm known for aggressive representation and impressive results in the areas of consumer fraud, data breach, environmental and employment litigation. Founded in 1992, CVN has been devoted primarily to such matters, having litigated hundreds of class actions against businesses of all types and in nearly every industry imaginable. The members of CVN have vast experience prosecuting class/complex actions, both in a sole counsel capacity and in leadership positions, oftentimes among many firms, in California and nationwide litigation. They have published numerous scholarly articles dealing with various substantive issues as well as class action litigation/procedure, speak regularly to legal audiences, and have served as consulting experts in class action litigation. CVN’s team of skilled advocates has recovered billions of dollars for tens of millions of workers and consumers, been involved in record-setting settlements and judgments and compelled the correction of innumerable unlawful practices.



SHAREHOLDERS & ASSOCIATE ATTORNEYS



Scott Edward Cole, founder and shareholder of Cole & Van Note, has extensive leadership experience prosecuting class action cases in federal and state courts nationwide. Mr. Cole has authored numerous scholarly publications and serves as highly regarded guest lecturer on issues surrounding class action procedures and negotiation theory. Mr. Cole has been responsible for shaping the law in trial and appellate courts for decades, authored the book “Fallout” and is available to serve as a mediator of class action disputes.

Credentials: Admitted, State Bar of California, 1992; University of San Francisco School of Law, J.D., 1992; President, University of San Francisco Labor & Employment Law Society; San Francisco State University, B.A., Speech Communications (Individual Major in Rhetoric), 1989, Minor Study in Business Administration, 1989; Admitted, United States District Court for all California Districts, the United States District Court of Colorado, the Western District Court of Michigan, etc.; Admitted, United States Court of Appeals (6th, 9th and 10th Circuits). Additionally, Mr. Cole is a former National Association of Securities Dealers Registered Representative (Series 7

licensed) and is/has been a member of the Association of Trial Lawyers of America, California Lawyers Association, California Employment Lawyers Association, American Bar Association, Alameda County Bar Association (e.g., Vice Chair of ACBA's Labor & Employment Law Section Executive Committee), National Employment Lawyers Association and a U.S. Delegate to the InterAmerican Meeting of Labor and Trade Union Lawyers, Havana, Cuba (March 2012). Mr. Cole is also the author of "Fallout," a published book based upon his experiences litigating in the wake of the 1994 airborne release of toxic chemicals by the Unocal Corporation, and a resource which has been used by top tier law schools in the curriculum for first year law students.



Laura Van Note, shareholder, is an aggressive and skilled advocate and leads the firm's hiring and career outreach efforts. A 2013 graduate of the University of Missouri, Kansas City School of Law, her practice has focused primarily on class action representation of data breach victims and underpaid workers in employment/civil rights litigation. With a near-perfect track record for results, Ms. Van Note appears in courts across the nation, is licensed in Kansas and Missouri and in numerous federal districts.

Credentials: Admitted, State Bar of California, 2016; Admitted, State Bar of Missouri, 2013; Admitted, State Bar of Kansas, 2015; Admitted, United States District Court for all California Districts, the Eastern District of Wisconsin, District of Kansas, Eastern and Western Districts of Missouri, District of New Mexico, District of Nebraska, District of Colorado and the Northern District of Illinois; University of Missouri, Kansas City School of Law, J.D., 2013 (Order of the Barrister, Dean's List, Captain of the National Trial Advocacy Team, President of the American Constitutional Society for Law and Policy, Teaching Assistant to the Directory of Advocacy); University of Missouri, Kansas City, B.A., History, Minor in French, 2010.



Cortney Szafran, associate attorney, graduated from Stetson University College of Law in 2021 near the top of her class, then completing her LL.M. in the top 2% of her class from the University of California, Los Angeles School of Law. While in school at UCLA, Ms. Szafran also served as Chief Managing Editor of the Journal of Gender & Law. After graduation, she served as a civil defense attorney representing Fortune 500 companies as national counsel in complex litigation including products liability, premises liability and personal injury matters. Ms. Szafran brings a unique perspective and set of skills to the firm's

high-profile consumer and employment class action practice.

Credentials: Admitted, State Bar of Florida, 2021; Admitted, United States District Court for the Middle District and Southern District of Florida; Stetson University College of Law, J.D., 2021; University of South Florida, St. Petersburg, B.S., Business Economics (Minor in International Business), magna cum laude.



Mark T. Freeman, associate attorney, graduated from Pacific McGeorge School of Law in 2013 near the top of his class. During law school, Mr. Freeman engaged in the McGeorge Trial Advocacy Program (which he completed with Honors) and served as Chief Comment Editor for the McGeorge Law Review. A published author (“BarCram: How To Survive the Last Two Weeks Before You Take (And Pass) the California Bar”), Martindale-Hubbell “AV Preeminent” rated attorney and Certified Mediator, Mr. Freeman is also member of the Consumer Attorneys of California, the Congress of Neutrals and the Contra Costa County Bar Association. At CVN, Mr. Freeman utilizes his vast class action litigation experience in the areas of consumer, employment and data breach law.

Credentials: Admitted, State Bar of California, 2013; Admitted, State Bar of Texas, 2025; Admitted, District of Columbia Bar, 2025; Admitted, United States District Courts for the Northern, Central and Eastern Districts of California; Admitted, 9th Circuit Court of Appeals; Pacific McGeorge School of Law, J.D., 2013 (Order of the Coif; McGeorge Law Review); Saint Mary’s College of California, B.A. in Economics; Minor in English & Creative Writing (Honors: Br. U. Jerome Griffin Award at Graduation (highest award in School of Econ. and Business)), 2010.

Interim Counsel not listed.

SCHOLARLY PUBLICATIONS

The following represent examples of how CVN has elected to give back and help shape the law through our own articles, opinion pieces and the like – some examples of this including:

The Quest for Class Certification, Employment Law Strategist (Sept. & Oct. 2003).

To Be or Not to Be a Penalty: Defining the Recovery Under California’s Meal and Rest Period Provisions, Golden Gate U. L. Rev. (Spring 2005).

To Certify or Not to Certify: A Circuit-By-Circuit Primer of the Varying Standards for Class Certification in Actions under the Federal Labors Standards Act, B.U. Pub. Int. L.J. (Spring 2004).

Kullar v. Footlocker Retail, Inc.: A New Standard for Class Action Settlement Approval, CELA Bulletin (April 2009).

Ninth Circuit Provides Much Needed Guidance on Evidentiary Burdens in Overtime Misclassification Litigation, CELA Bulletin (May 2009).

Putting the “Rest” Back in Rest Break, Alameda County Bar Association - Labor & Employment Section News (Autumn 2009).

Barristers to Blogs: Softening Ethical Restrictions in the Digital Age, Los Angeles Daily Journal (June 14, 2010).

LEAD COUNSEL APPOINTMENTS

CVN has held numerous court-appointed sole- and co-leadership positions in state and federal courts across the nation. Recent lead counsel appointments, *limited to the area of data breach litigation*, include:

1. In Re: Rackspace Data Security Litigation, No. SA-22-cv-01296-XR (W.D. Tex.) (court appointed sole lead counsel)
2. Henderson v. Reventics, LLC, Case No. 1:23-cv-00586-MEH (D. Colo.) (court appointed co-lead counsel)
3. Hinds v. Community Medical Centers, Inc., Case No. STK-CV-UNPI-2021-10404 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel)

4. Tsvetanova v. UCSD Health, Case No. 37-2021-00039888-CU-PO-CTL (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead counsel)
5. Fedorys v. Ethos Group Inc., Case No. 3:22-cv-2573-M (N.D. Tex.) (court appointed co-lead counsel)
6. Moreland v. 1st Franklin Financial Corporation, Case No. 2:23-cv-00038-SCJ (N.D. Ga.) (court appointed co-lead counsel)
7. Domitrovich v. MC Dean, Inc., Case No. 1:23-cv-00210-CMH-JFA (E.D. Va.) (court appointed co-lead counsel)
8. Deevers v. Wing Financial Services, LLC, Case No. 4:22-cv-00550-CVE-MTS (N.D. Okla.) (court appointed co-lead counsel)
9. Darrin v. Huntington Ingalls Industries, Inc., Case No. 4:23-cv-00053-JKW-DEM (E.D. Va.) (court appointed co-lead counsel)
10. Guerrero v. Merritt Healthcare Holdings, LLC, Case No. 3:23-cv-00389-MPS (D. Conn.) (court appointed co-lead counsel)
11. Prutsman v. Nonstop Administration and Insurance Services, Inc., Case No. 3:23-Cv-01131-VC (N.D. Cal.) (court appointed co-lead counsel)
12. In re DISH Network Data Security Incident Litigation, Case No. 1:23-cv-01168-RMR-SBP (D. Colo.) (court appointed co-lead counsel)
13. Byers v. OrthoAlaska, LLC, Case No. 3:23-cv-00243-SLG (D. Alaska) (court appointed co-lead counsel)
14. Tambroni v. WellNow Urgent Care, P.C., Case No. 1:24-cv-01595 (N.D. Ill.) (court appointed co-lead counsel)
15. Dryden v. Tri Counties Bank, Case No. 23CV03115 (Super. Ct. Cal. Butte Cnty.) (court appointed co-lead counsel)
16. Brett v. Valley Mountain Regional Center, Case No. STK-CV-UPI-2024-0005025 (Super. Ct. Cal. San Joaquin Cnty.) (court appointed co-lead counsel)
17. Cordell v. Patelco Credit Union, Case No. 24CV082095 (Super. Ct. Cal. Alameda Cnty.) (court appointed co-lead counsel)
18. Skillings v. Access Sports Medicine and Orthopedics, Case No. 218-2024-CV-01086 (Super. Ct. New Hampshire Rockingham Cnty.) (court appointed co-lead counsel)
19. Woodard v. Atlanta Women's Health Group, P.C., Case No. 24EV001838H (State Ct. Georgia Fulton Cnty.) (court appointed co-lead counsel)
20. In Re: Cleveland Brothers Data Incident Litigation, Case No. 1:23-cv-00501-JPW (M.D. Penn.) (court appointed co-lead counsel)

21. Hahn v. Phoenician Medical Center, Inc., Case No. CV2023-010982 (Super. Ct. Az. Maricopa Cnty.) (court appointed executive committee chair)
22. Daley v. Risas Holdings, LLC, Case No. CV-24-00789-PHX-SMM (D. Az.) (court appointed lead counsel)
23. Shweiki v. Donor Network West, Case No. C20-00073 (Super. Ct. Cal. Contra Costa Cnty.) (court appointed lead counsel)
24. Lowrey v. Community Psychiatry Mgt., LLC, Case No. 2:23-cv-00185-TLN-DB (E.D. Cal.) (court appointed co-lead counsel)
25. In Re: Blackhawk Network Data Breach Litig., Case No. 3:22-cv-07084-CRB (N.D. Cal.) (court appointed co-lead counsel)
26. In re Dropbox Sign Data Breach Litigation, Case No. 4:24-cv-02637-JSW (N.D. Cal.) (court appointed co-lead counsel)
27. Bujok v. MC2 Data, LLC, Case No. 0:24-cv-61864-LEIBOWITZ (S.D. Fla.) (court appointed co-lead counsel)
28. Francisco v. Diligent Acquisitions LLC, Case No. 4:24-cv-04468 (S.D. Tex.) (court appointed co-lead counsel)
29. Oliver v. Jewish Home Lifecare, Index No. 157811/2024 (N.Y. Sup. Ct., N.Y. County, Index No. 157811/2024) (court appointed co-lead counsel)
30. Hunt v. Charlston Area Medical Center, Inc., Case No. 2:25-cv-00113 (S.D. W.V.) (court appointed co-lead counsel)
31. Creutz v. Carespring Health Care Management LLC, Case No. 1:24-cv-00447 (S.D. Ohio) (court appointed co-lead counsel)
32. Ceballos v. Tri-City Medical Center ASC Operators LLC, Case No. 24CU017568C (Super. Ct. Cal. San Diego Cnty.) (court appointed co-lead counsel)
33. Lunsford v. Maryhaven, Inc., Case No. 25CV003753 (Ct. of Common Pleas, Franklin Cnty. Ohio) (court appointed co-lead counsel)
34. Rice v. California Cancer Associates for Research and Excellence, Inc., Case No. 5:25-cv-01636 (C.D. Cal.) (court appointed co-lead counsel)
35. In re Teamsters Local Union Nos. 117 and 174 Data Breach Litigation, Case 25-3-21664-1 KNT (Wash. Sup. Ct., King Cnty.) (court appointed co-lead counsel)
36. Bobo, et al. v. Krispy Kreme Doughnut Corp., Case No. 3:25-CV-00434 (W.D. N.C.) (court appointed co-lead counsel)
37. Hammon, et al. v. Omni Healthcare Financial Holdings, Case No. 3:25-CV-00263 (W.D. N.C.) (court appointed co-lead counsel)
38. Smith v. Monterey Mushrooms, Case No. 25-cv-08213-BLF (N.D. Cal 2025) (court appointed co-lead counsel)

39. Poudrier v. Manpower of Lansing, MI, Inc., Case No. 1:25-cv-00956-PLM-PJG (W.D. MI 2025) (court appointed co-lead counsel)
40. Miller v. Mercer Health, et al., Case No. 25-CIV-037 (Common Ct. of Pleas, Mercer Cnty. Ohio) (court appointed co-lead counsel)
41. Parks v. Rural Health Services, Inc., Case No. 2025CP0201622 (So. Carolina, Aiken Cnty, Common Pleas) (court appointed co-lead counsel)
42. Orrantia v. S.V.D.P. Management, Inc., Case No. 25CU048774C (Super. Ct. Cal., San Diego Cnty.) (court appointed co-lead counsel)
43. Walker v. Wayne Memorial Hosp. Auxiliary, Inc., Case No. SUCV2025000245 (Ga., Wayne Cnty) (court appointed co-lead counsel)
44. In re Methodist Home Care Data Incident Litigation, Case No. CV2025-904388.00 (Cir. Ct. Jefferson Cnty., Ala.) (court appointed co-lead counsel)
45. Smith v. People Encouraging People, Inc., Case No. C03CV25004865 (Cir. Ct. Baltimore Cnty., Md.) (court appointed co-lead counsel)
46. Marshall v. Beverly Hills Oncology Medical Group, Inc., Case No. 25STCV32124 (Super. Ct. Cal., Los Angeles Cnty.) (court appointed co-lead counsel)

Note that CVN has held sole lead and/or co-leadership roles in hundreds of additional complex litigation matters. Please contact our firm for additional leadership information.

EXEMPLAR COMPLEX & CLASS ACTION CASES

CVN's attorneys have represented tens of millions of individuals in legal disputes across hundreds of class action/complex litigation cases around the nation. For well over three decades, CVN's legal team has amassed extensive experience litigating data breach, wage and hour, environmental, and other personal injury and commercial cases. Today, the firm almost exclusively prosecutes multi-state data breach and other consumer-oriented class actions.

Drawing from various areas of law, and by no means an exhaustive list, examples of the range of CVN's practice include unique matters such as:

Augustus/Davis v. ABM Security Services, Inc. (American Commercial Security Service, Inc.)

Superior Court of California, County of Los Angeles, Case No. BC336416; 2 Cal.5th 257 (2016)

Our firm filed this action for violations of California law for denial of meal and rest periods toward security guards. The action achieved class certification status in 2009. Following summary judgment proceedings, a judgment of over \$89 million was entered against the defendant(s). The judgment hinged on the issue of whether "on-duty" rest breaks were legally sufficient. After the Court of Appeal ruled against Plaintiffs on the issue, the case went to the California Supreme Court where Plaintiffs prevailed and, in so doing, created a new legal standard clarifying that "on-duty" rest breaks are invalid. After 12 years of litigation, successful summary judgment and substantial appellate work, this matter resolved for \$110 million.

Bower v. Steel River Systems LLC

Illinois Fourteenth Judicial Circuit Court (Whiteside County), Case No. 2023-LA-000006

This action arose out of Steel River Systems' 2022 data breach which affected numerous consumers and/or employees. This action settled for an undisclosed amount.

Brett v. Valley Mountain Regional Center

Superior Court of California, County of San Joaquin, Case No. STK-CV-UPI-2024-0005025

This action arose out of Valley Mountain's 2023 data breach which affected 17,000 patients of Defendant's facilities. Cole & Van Note was appointed co-lead class counsel.

Bulow v. Wells Fargo Investments, LLC

United States District Court (N.D. Cal.), Case No. 3:06-CV-7924

This matter was filed as a nation-wide class action against Wells Fargo Investments, on behalf of its Financial Consultants to recover overtime pay, compensation for denied meal and rest periods (California only) and reimbursement for business-related service and supply expenses (California only). This matter settled for \$6.9 million.

Byers v. OrthoAlaska, LLC

United States District Court (D. Alaska), Case No. 3:23-cv-00243-SLG

This action arose out of OrthoAlaska's massive data breach which affected countless patients, consumers and/or employees. Cole & Van Note was court-appointed as co-lead class counsel.

Cano v. United Parcel Service, Inc.

Superior Court of California, County of Alameda, Case No. RG03089266

This wage and hour complex litigation matter involved the alleged misclassification of overtime non-exempt Operations Management Specialists, Operational Excellence Specialists and Industrial Engineering Specialist at this company's California facilities. This action settled for \$4.5 million.

Chaidez v. Odwalla, Inc.

Superior Court of California, County of San Mateo, Case No. CIV430598

This wage and hour complex litigation matter involved the alleged misclassification of overtime non-exempt California Route Sales Representatives. CVN served as primary counsel for this proposed class of employees. This action settled for \$2.2 million.

CKE Overtime Cases

Superior Court of California, County of Los Angeles, Case No. BC283274 (JCCP No. 4274)

This class action was brought against fast food chain Carl's Jr. for violations of California's overtime laws on behalf of the company's California restaurant chain Managers. The coordinated litigation provided a settlement fund of \$9.0 million.

Cordell v. Patelco Credit Union

Superior Court of California, County of Alameda, Case No. 24CV082095

This action arose out of the well-publicized 2024 data breach and denial of service impacting well over 1,000,000 Patelco customers. As a result of the event, Patelco customers were blocked access to their funds and other services for weeks, resulting in myriad types of damages, including rejection of loan applications, damage to their credit and the inability to pay everyday life expenses. Cole & Van Note was appointed co-lead class counsel. The matter settled for \$7.25 million (settlement pending).

Darrin v. Huntington Ingalls Industries, Inc.

United States District Court (E.D. Va.), Case No. 4:23-cv-00053-JKW-DEM

This action arose out of Huntington Ingalls' massive data breach. Cole & Van Note was appointed by the court to a co-lead counsel position.

Davis v. Universal Protection Security Systems, Inc.

Superior Court of California, County of San Francisco, Case No. CGC-09-495528

Our firm filed a claim in 2009 against Universal Protection Security Systems, Inc. for violations of California law for denial of meal and rest periods toward security guards. This case settled under Cole & Van Note's sole leadership for \$4 million.

Deevers v. Wing Financial Services, LLC

United States District Court (N.D. Okla.), Case No. 4:22-cv-00550-CVE-MTS

This action arose out of Wing Financial's 2022 data breach which affected numerous loan consumers. Cole & Van Note was appointed co-lead class counsel.

Despres (Cornn) v. United Parcel Service, Inc.

United States District Court (N.D. Cal.), Case No. 3:03-CV-02001

This wage and hour class action litigation was brought to remedy violations of meal and rest period regulations on behalf of the company's California ground delivery drivers. CVN served as co-counsel for the certified class of drivers. This action settled for \$87 million, an unprecedented settlement amount at the time for such claims.

Domitrovich v. MC Dean, Inc.

United States District Court (E.D. Va.), Case No. 1:23-cv-00210-CMH-JFA

This action arose out of MC Dean's 2021 data breach which affected 45,000 employees. Cole & Van Note was appointed co-lead class counsel.

Dryden v. Tri Counties Bank

Superior Court of California, County of Butte, Case No. 23CV03115

This action arose out of Tri Counties' 2023 data breach which affected nearly 75,000 consumers. Cole & Van Note was appointed co-lead class counsel.

Escow-Fulton v. Sports and Fitness Clubs of America dba 24 Hour Fitness USA, Inc.

Superior Court of California, County of San Diego County, Case Nos. GIC881669/GIC873193)

Our firm filed this class action on behalf of the company's California "Group X" Instructors to recover regular and overtime pay, related penalties and un-reimbursed expenses. The action achieved class certification status in 2009. In 2011, the parties agreed to a partial settlement (of the expense reimbursement claims) for \$10 million. The parties then filed cross-motions for summary adjudication and, on August 2, 2011, the court issued an Order finding 24 Hour Fitness' session rate compensation scheme to be an invalid piece rate. The parties then agreed to settle the unpaid wage claims for another \$9 million, for a total judgment of \$19 million. This was an industry changing case that helped define "piece rate" standard under California law.

Fedorys v. Ethos Group, Inc.

United States District Court (N.D. Tex.), Case No. 3:22-cv-02573-M

This action arose out of Ethos Group's 2022 data breach which affected at least 267,000 consumers. Cole & Van Note was appointed co-lead class counsel.

Guerrero v. Merritt Healthcare Holdings, LLC

United States District Court (D. Conn.), Case No. 3:23-cv-00389-MPS

This action arose out of Merritt Healthcare's 2022 data breach which affected over 77,000 patients. Cole & Van Note was appointed co-lead class counsel.

Hakeem v. Universal Protection Service, LP

Superior Court of California, County of Sacramento, Case Nos. 34-2020-00286228-CU-OE-GDS; 34-201900270901-CU-OE-GDS

After an exhaustive multi-year process including venue transfer, consolidation, migration of litigants from one case to the other, multiple appeals and, generally, extremely hard-fought litigation, these two security guard class actions achieved a consolidated judgment under Cole & Van Note's sole leadership for \$10 million.

Head v. Regal Medical Group, Inc.

Superior Court of California, County of Los Angeles, Case No. 23STCV02939

This action arose out of this health care group 2023 data breach which affected roughly 3.3 million patients. Cole & Van Note served as the lead firm. The matter settled for \$50 million (settlement pending).

Henderson v. Reventics, LLC

United States District Court (D. Colo.), Case No. 1:23-cv-00586-MEH

This action arose out of Reventics' massive 2022 data breach which affected over four million patients, consumers and employees. Cole & Van Note was appointed co-lead class counsel. The matter settled for \$8.15 million.

Hinds v. Community Medical Centers

Superior Court of California, County of San Joaquin, Case No. STK-CV-UNPI-2021-0010404

This action arose out of Community Medical Centers' massive 2021 data breach which affected countless patients, consumers and/or employees. After reviewing competing requests for leadership over these consolidated actions, Cole & Van Note was appointed by the court to a co-lead counsel position. This action resulted in a multi-million-dollar judgment.

In re Apple Inc. Device Performance Litigation

United States District Court (N.D. Cal.), Case No. 5:18-md-02827-EJD

Following Apple's December 2017 admission that it throttled back performance of its iPhones (versions 6, 6 Plus, 6s, 6s Plus, SE, 7 and 7 Plus) to mask the problem of defective batteries and unexpected iPhone shut-downs, Cole & Van Note filed a class action to recover damages for consumers nationwide. Cole & Van Note served on the Plaintiffs' Steering Committee. This action settled for \$500 million.

In re DISH Network Data Security Incident Litigation

United States District Court (D. Colo.), Case No. 1:23-cv-01168-RMR-SBP

This action arose out of DISH Network's massive data breach which affected over 300,000 workers. Cole & Van Note was appointed by the court to a co-lead counsel position.

In re Dropbox Sign Data Breach Litigation

United States District Court (N.D. Cal.), Case No. 4:24-cv-02637-JSW

This action arose out of Dropbox's massive data breach. Cole & Van Note was appointed by the court to a co-lead counsel position.

In re Rackspace Security Litigation

United States District Court (W.D. Tex.), Case No. SA-22-cv-01296

This action arises out of Rackspace Technology's 2022 massive ransomware event which shut down functionality for tens of thousands of individuals and businesses across the United States and overseas. Cole & Van Note served as court-appointed sole lead counsel for the nationwide class and representative plaintiffs from over 30 states.

In re Tosco SFR Litigation

Superior Court of California, County of Contra Costa, Case No. C97-01637

During incidents in April 1997 and January 1998, the Tosco Refinery in Rodeo, California released tons of airborne toxic chemicals. These harmful substances traveled into neighboring communities, seriously affecting the health of citizens and local workers. CVN served as Lead Counsel in this complex litigation and represented thousands of members of the community in that role. The multi-million-dollar fund created through this litigation under Cole & Van Note's sole leadership was disbursed among thousands of claimants and significantly change practices at this refinery ever since.

In re Unocal Refinery Litigation

Superior Court of California, County of Contra Costa, Case No. C94-04141

In response to Unocal's 16-day airborne release of chemicals over the County of Contra Costa in 1994, CVN filed a class action against the corporation on behalf of thousands of victims and thereafter served as one of a handful of firms (among dozens of law firms of record) on the Plaintiffs' Steering Committee. After hard-fought litigation, the matter eventually settled for \$80 million. This litigation, Mr. Cole's efforts to commence it and his grassroots work and exposure of the toxic event to the media provide the backdrop for Mr. Cole's book, "Fallout," published in 2018 (2605 Media LLC). In the end, the impact of this litigation was sweeping, substantially changing practices at this refinery and industry regulations, helping to establish a toxic release community monitoring system that spawned similar systems across the nation, establishing parks, improved roadways and an unprecedented community-industry Good Neighbor agreement.

In re Walgreen Co. Wage and Hour Litigation

United States District Court (C.D. Cal.), Case No. 2:11-CV-07664

Our firm served as court-appointed Lead Counsel after an adversarial hearing process in this consolidated action of nine lawsuits bringing a variety of wage and hour claims on behalf of California workers. The case settled under Cole & Van Note's sole leadership for \$23 million.

In re Westley Tire Fire Litigation

Superior Court of California, County of Santa Clara, Case No. CV 801282

On September 22, 1999, lightning struck and ignited a pile of approximately 7 million illegally stored waste tires in Westley, California, a town about 70 miles east of San Francisco. Over the subsequent five weeks, the fire spewed smoke and carcinogens over a large portion of the State of California. CVN served as the (sole) Lead and (shared) Liaison Counsel over a Plaintiffs' Steering/Management Committee in the consolidated actions against the owners and operators of this tire pile and related entities. These cases sought compensation for those individuals and businesses suffering personal and/or property damages as a result of these toxic substances and the fire's fall-out. In 2001, CVN reached a settlement with one defendant (CMS Generation Co.) for \$9 million. In 2003, the Court granted final approval of the settlement. In 2005, two of the remaining defendants settled for roughly \$1.4 million (over \$10 million aggregate).

Kullar v. Foot Locker, Inc.

Superior Court of California, County of San Francisco, Case No. CGC-05-447044; 168 Cal.App.4th 116 (2008)

This class action was brought on behalf of California employees allegedly forced to purchase shoes of a distinctive color or design as a term and condition of their employment and in violation of state law. After the Court approved a multi-million settlement, two separate appeals challenged the settlement, but the Court of Appeal affirmed the trial court's judgment. This oft-cited case established in California what's now known as the "*Kullar standard*" for court approval of class action settlements.

Kurihara v. Best Buy Co., Inc.

United States District Court (N.D. Cal.), Case No. C 06-01884 MHP (EMC)

This class action was brought on behalf of Best Buy's California employees against this chain retailer for violations of California law (for denial of meal and rest periods). This case was granted class certification and Cole & Van Note then settled it for \$5 million following an oft-cited ruling which clarified the distinction between class composition and entitlement to a recovery.

Lett v. TTEC

United States District Court (N.D. Cal.), Case No. 3:22-cv-00018

This action arose out of TTEC Service Corporation's massive data breach in 2021 which affected countless patients, consumers and employees. CVN helped negotiate a \$2.5 million settlement for the class of victims.

Mambuki v. Securitas Security Services USA, Inc.

Superior Court of California, County of Santa Clara, Case No. 1-05-CV-047499 (JCCP No. 4460)

Our firm filed a claim against this defendant for violations of California law (for denial of meal and rest periods) on behalf of the company's California-based security guards. This coordinated proceeding settled in 2008 for \$15 million.

Mendoza v. CaptureRx

United States District Court (W.D. Texas), Case No. 5:21-CV-00523-OLG

This class action against NEC Networks, LLC, d/b/a CaptureRx (“CaptureRx”), as well as Rite Aid and Community Health Centers of the Central Coast arising out of the massive data breach in 2021 which affected a minimum of 1.6 million people. The hacked information included sensitive personally identifiable information and personal health information. These consolidated cases settled in 2022 for a total value of over \$4.75 million.

Moreland, et al. v. 1st Franklin Financial Corporation

United States District Court (N.D. Ga.), Case No. 2:23-cv-00038-SCJ

This action arose out of 1st Franklin Financial’s 2022 data breach affecting this company’s loan consumers. Cole & Van Note was appointed co-lead class counsel.

O’Brien v. Edward D. Jones & Co., LP

United States District Court (N.D. Ohio), Case No. 1:08-CV-00529

We filed a nation-wide (and New York State) class action against this financial securities company on behalf of the company’s financial services representatives to recover overtime pay and related penalties. CVN served on a Lead Counsel Committee in this action, which settled in 2007 for \$19 million.

Onyeige v. Union Telecard Alliance, LLC

United States District Court (N.D. Cal.), Case No. 3:05-CV-03971; MDL No. 1550

Our firm filed an action against Union Telecard Alliance, LLC alleging negligent misrepresentation and deceptive advertising practices related to its marketing of pre-paid telephone calling cards. This action settled for \$22 million.

Prutsman v. Nonstop Administration and Insurance Services, Inc.

United States District Court (N.D. Cal.), Case No. 3:23-cv-01131-VC

This action arose out of Nonstop’s massive 2022 data breach which affecting consumers, employees and health care affiliates. Cole & Van Note was appointed co-lead class counsel.

Ramirez v. The Coca Cola Company

Superior Court of California, County of San Bernardino, Case No. RCV 056388 (JCCP No. 4280)

This was one of two companion actions CVN prosecuted against this soft drink giant for violations of California’s overtime laws. This action was brought on behalf of over 4,000 hourly workers at the company’s bottling, distribution and sales centers who were allegedly forced to work “off-the-clock” for Coca Cola and/or whose time records were ordered modified by the company. This well-publicized action resolved under Cole & Van Note’s leadership for \$12 million.

Riordan v. Western Digital Corp.

United States District Court (N.D. Cal.), Case No. 5:21-CV-06074

This action arose out of the well-publicized widespread criminal data deletion of consumer hard drives in 2021. According to the lawsuit, the company knew of vulnerabilities in, at least,

six of its products for years which, ultimately, led to the erasure of data for countless purchasers of these products. CVN served as sole counsel for the victims.

Roman/Toussaint v. HanesBrands, Inc.

United States District Court (M.D. N.C.), Case No. 1:22-cv-00879-LCB-LPA

This case involved a data breach of HanesBrands' network system in which worker information was accessed and/or reviewed by cybercriminals.

Tambroni v. WellNow Urgent Care, P.C.

United States District Court (N.D. Ill.), Case No. 1:24-cv-01595

This action arose out of WellNow's 2023 data breach affecting over 400,000 patients. Cole & Van Note was appointed co-lead class counsel.

Thomas v. Cal. State Auto. Assoc.

Superior Court of California, County of Alameda, Case No. CH217752

Our firm filed this class action litigation on behalf of all California claims adjusters working for CSAA after mid-January 1997. This lawsuit alleged that, during those years, CSAA mis-classified these workers as exempt "administrators" and refused to pay them for overtime hours worked. This lawsuit settled for \$8 million for nearly 1,200 workers.

Tierno v. Rite Aid Corporation

United States District Court (N.D. Cal.), Case No. 3:05-CV-02520

Our firm filed this action against Rite Aid Corporation on behalf of its salaried California Store Managers. It was alleged that defendant, purportedly the nation's third largest drug store chain, failed to pay overtime to those workers and denied them their meal and rest periods. In 2006, the federal court certified the class in this action, and approved a hard-fought settlement, achieved under Cole & Van Note's sole leadership, of \$6.9 million.

Tsvetanova v. Regents of the University of California, dba U.C. San Diego Health

Superior Court of California, County of San Diego, Case No. 37-2021-00039888-CU-PO-CTL

This action arose out of U.C. San Diego Health's massive data breach between December 2020 and April 2021 which affected countless patients, consumers and employees. After reviewing numerous requests for leadership over these consolidated actions, Cole & Van Note was appointed by the court to a co-lead class counsel position.

Witriol v. LexisNexis

United States District Court (S.D. Cal.), Case No. 3:06-CV-02360

Our firm filed an action against this company for its unlawful disclosure of private credit, financial and/or other personal information. This litigation, resolved by Cole & Van Note, provided a settlement fund of \$2.8 million.

CVN has also served/serves in other types of leadership positions (e.g., Executive Committees, Plaintiffs' Steering Committees, Liaison Counsel) in numerous other data breach cases and in sole

counsel roles in dozens more—actions currently pending in state and federal courts across the majority of U.S. states.

APPELLATE EXPERIENCE

CVN has substantial appellate experience, merely highlighted by some examples below. For other appellate and/or unreported opinions and/or a list of matters currently on appeal, please contact our firm.

Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th 257 (Case No. S224853)

Baddie v. Berkeley Farms, Inc. (9th Cir. 1995) 64 F.3d 487 (Case No. 93-17187)

Bland v. Urology of Greater Atlanta (2025) 64 F.3d 487 (Cal. Ct. of Appeals Case No. 93-17187)

Bland v. Urology of Greater Atlanta, LLC (Ga. Ct. App., Case No. A25A1133)

Bradford v. Asian Health Services (9th Cir. 2025) Case No. 24-3702

Dunbar v. Albertson's, Inc. (2006) 141 Cal.App.4th 1422 (First Dist., Division 1, Case No. A111153)

Gonzalez v. El Centro del Barrio (5th Cir. 2025) Case No. 25-50092

In re Certified Tire and Service Centers Wage and Hour Cases (2018) 28 Cal.App.5th 1 (Cal. Ct. of Appeals, Fourth Dist., Division 1, Case No. A086407)

Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116 (Case No. A119697)

Montano v. The Wet Seal Retail, Inc. (2015) 232 Cal.App.4th 1214 (Cal. Ct. App. 2015)

O'Hara v. Factory 2-U Stores, Inc., 2003 WL 22451991 (Cal. Ct. of Appeals, First District, Division 4, Case No. A101452)

Taylor v. Park Place Asset Management (1999) (Cal. Ct. of Appeals, First Dist., Division 5, Case No. A086407)

Whiteway v. Fedex Kinko's Office and Print Services (9th Cir. 2009) 319 Fed.Appx. 688 (Case No. 07-16696)



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EXHIBIT 2



FIRM RESUME

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Telephone:

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Miami Fort Lauderdale Boca Raton

OUR

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

WHO

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

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

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

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

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

CLASS ACTION

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

MASS TORT

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

OTHER AREAS

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

FIND US

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

CLASS ACTION AND MASS TORTS

FINANCIAL INSTITUTIONS

Aseltine v. Bank of America, N.A., 3:23-cv-00235 (W.D.N.C. 2024) – \$21 million
McNeil v. Capital One, N.A., 1:19-cv-00473 (E.D.N.Y.) – \$16 million
Devore, et al. v. Dollar Bank, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million
Nimsey v. Tinker Federal Credit Union, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million
Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million
Checchia v. Bank of America, N.A., 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million
Quirk v. Liberty Bank, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million
Meier v. Prosperity Bank, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million
Abercrombie v. TD Bank, N.A., 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million
Perks, et al. v. TD Bank, N.A., 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million
Fallis v. Gate City Bank, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million
Glass, et al. v. Delta Comm. Cred. Union, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million
Roy v. ESL Fed. Credit Union, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million
Wallace v. Wells Fargo, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million
Doxey v. Community Bank, N.A., 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million
Coleman v. Alaska USA Federal Credit Union, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million
Smith v. Fifth Third Bank, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million
Lambert v. Navy Federal Credit Union, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million
Roberts v. Capital One, N.A., 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million
Lloyd v. Navy Federal Credit Union, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million
Farrell v. Bank of America, N.A., 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million
Bodnar v. Bank of America, N.A., 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million
Morton v. Green Bank, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million
Hawkins v. First Tenn. Bank, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million
Payne v. Old National Bank, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million
Swift v. Bancorpsouth, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million
Mello v. Susquehanna Bank, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million
Johnson v. Community Bank, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million
McKinley v. Great Western Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million
Blabut v. Harris Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million
Wolfgeher v. Commerce Bank, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million
Case v. Bank of Oklahoma, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million
Hawthorne v. Umpqua Bank, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million
Simpson v. Citizens Bank, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million
Harris v. Associated Bank, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million
LaCour v. Whitney Bank, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million
Orallo v. Bank of the West, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million
Taulava v. Bank of Hawaii, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

In re: Fortra File Transfer Software Data Breach Litigation, MDL No. 3090 (S.D. Fla.) – \$27 million
In re: Evolve Bank & Trust Customer Data Breach Litig., MDL No. 3127 (W.D. Tenn.) - \$17.0 million
In re: Snowflake, Inc., Data Breach Litigation, MDL No. 3126 (D. Mont.) - Co-Lead Counsel
In re: Consumer Vehicle Driving Data Tracking Collection, MDL No. 3115 (N.D. Ga.) - Exec. Comm.
In re: Change Healthcare, Inc. Data Breach Litigation, MDL No. 3108 (D. Minn.) - Exec. Comm.
In re: PowerSchool Holdings, Inc. Customer Data Breach Litig., MDL No. 3149 (S.D. Cal.) - Exec. Comm.

MDLs

DATA BREACH AND PRIVACY

In Re: AT&T Inc Customer Data Security Breach Litigation, 3:24-cv-00757 (N.D. Tex.) - \$177 million
McNally et al. v. Infosys McAmish Systems, LLC, 1:24-cv-00995 (N.D. Ga.) - \$17.5 million
Crowe, et al. v. Managed Care of North America, Inc., 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel
Malinowski, et al. v. IBM Corp. and Johnson & Johnson, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel
Gordon, et al. v. Zeroed-In Technologies, LLC, et al., 1:23-CV-03284 (D. Md.) – Co-Lead Counsel
Harrell, et al. v. Webtpa Employer Services LLC, 3:24-CV-01158 (N.D. Tex.) - \$13.75 million
Gambino, et al. v. Berry Dunn Mcneil & Parker LLC, 2:24-CV-00146 (D. Me.) - \$7.25 million
Isaac v. Greylock McKinnon Associates, Inc., 1:24-CV-10797 (D. Mass.) - \$600,000
Rodriguez, et al. v. Caesars Entertainment, Inc., 2:23-CV-01447 (D. Nev.) - Steering Committee Chair
Owens v. MGM Resorts International, 2:23-cv-01480-RFB-MDC (D. Nev.) - \$45 million
Doyle v. Luxottica of America, Inc., 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee
Doe, et al. v. Highmark, Inc., 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee
Silvers, et al. v. HCA Healthcare, Inc., 1:23-cv-01003-LPH (S.D. In.) - Executive Committee
In re: 21st Century Oncology, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million
In re: CaptureRx Data Breach, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million
Lopez, et al. v. Volusion, LLC, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million
Mathis v. Planet Home Lending, LLC, 3:24-CV-00127 (D. Conn.) - \$2.425 million
In re loanDepot Data Breach Litigation, 8:24-cv-00136 (C.D. Cal.) - \$25 million
Stadnik v. Sovos Compliance, LLC, 1:23-CV-12100 (D. Mass.) - \$3.5 million
Turner v. Johns Hopkins, et al., 24-C-23-002983 (Md. Cir. Ct.) - \$2.9 million
Peterson v. Vivendi Ticketing US LLC, 2:23-CV-07498 (C.D. Cal.) - \$3.25 million
Katz et al. v. Einstein Healthcare Network, 02045 (Pa. Ct. C.P., Phila.) - \$1.6 million
Opris et al v. Sincera Reproductive Medicine et al, 2:21-cv-03072 (E.D. Pa.) - \$1.2 million
Garza et al v. Healthalliance, Inc. et al, 7245012023 (N.Y. Sup. Ct.) - \$1.29 million
McLean et al. v. Signature Performance, Inc. et al., 8:24-cv-00230 (D. Neb.) - \$8.5 million
Wahab et al. v. Boston Children's Health Phys., LLP, 73692/2024 (N.Y. Sup. Ct.) - \$5.15 million

Ostendorf v. Grange Indemnity Ins. Co., 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million
Paris, et al. v. Progressive Select Ins. Co., et al., 19-21760-CIV (S.D. Fla. 2023) - \$38 million
Spielman v. USAA, et al., 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million
Walters v. Target Corp., 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million
Papa v. Grieco Ford Fort Lauderdale, LLC, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million
In re Disposable Contact Lens Antitrust Litig., MDL 2626 (M.D. Fla.) - \$88 million
Vandiver v. MD Billing Ltd., 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million
Skrandel v. Costco Wholesale Corp., 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million
Evans v. Church & Dwight Co., Inc., 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million
In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig., No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million
Perry v. Progressive Michigan, et al., 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel
In re Apple Simulated Casino-Style Games Litig., MDL No. 2958 (N.D. Cal.) - Executive Committee
In re Google Simulated Casino-Style Games Litig., MDL No. 3001 (N.D. Cal.) - Executive Committee
In re Facebook Simulated Casino-Style Games Litig., No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

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

CONSUMER PROTECTION

MASS TORT



JEFF OSTROW

Managing Partner

ostrow@kolawyers.com

954.332.4200

Bar Admissions

Florida Bar

District of Columbia Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

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

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

Education

Nova Southeastern University, J.D. - 1997

University of Florida, B.A. - 1994

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

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

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

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

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

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

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

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

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



DAVID FERGUSON

Partner

Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

Education

Nova Southeastern University, J.D. - 1993

Nova Southeastern University, B.S. – 1990

Email: ferguson@kolawyers.com

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

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

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

Representation of the Broward Sheriff's Office

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

Class/Mass Actions

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

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

Large Fraud and Ponzi Cases

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

Regulatory Agency Enforcement Actions

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

Employment, Human Resources, and Related Matters

Mr. Ferguson has represented numerous business and individuals in employment and human resource related matters. Mr. Ferguson has represented several Fortune 50 companies, including Pratt & Whitney/UTC, Home Depot, and Office Depot in all phases of employment related matters. Mr. Ferguson has litigated virtually every type of discrimination and employment related claim, including claims based upon race, pregnancy, disability, national origin, religion, age, sexual preference, sexual harassment, worker's compensation, unemployment, FMLA leave, FLSA overtime, unpaid wages, whistleblower, and retaliation.

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

Business Disputes

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

Noncompetition and Trade Secret Litigation

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



ROBERT C. GILBERT

Partner

Bar Admissions

The Florida Bar
District of Columbia Bar

Court Admissions

Supreme Court of the United States
U.S. Court of Appeals for the 11th Circuit
U.S. District Court, Southern District of Florida
U.S. District Court, Middle District of Florida

Education

University of Miami School of Law, J.D. - 1985
Florida International University, B.S. - 1982

Email: gilbert@kolawyers.com

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

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

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1917 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

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

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

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



JONATHAN M. STREISFELD

Partner

Bar Admissions

The Florida Bar

Court Admissions

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

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

U.S. District Court, Western District of Tennessee

Education

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

Email: streisfeld@kolawyers.com

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

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

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

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

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



KEN GRUNFELD

Partner

Bar Admissions

The Pennsylvania Bar

The New Jersey Bar

Court Admissions

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

Education

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

University of Michigan, 1996

Email: grunfeld@kolawyers.com

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

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

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

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

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

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

KRISTEN LA E CARDOSO

Partner



Bar Admissions

The Florida Bar
The State Bar of California

Court Admissions

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

Education

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

Email: cardoso@kolaw ers.com

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

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

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

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



STE ENS ERT

Partner

Bar Admissions

The Florida Bar
The New York Bar

Court Admissions

United States District Court, Southern District of Florida
United States District Court, Middle District of Florida
United States District Court, Southern District of New York
United States District Court, Eastern District of New York
United States District Court, Northern District of Illinois
United States District Court, Central District of Illinois

Education

Georgetown University Law Center, J.D., 2018
Northwestern University, B.S., 2010

Email: sukert@kolaw.com

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

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* Case No. SC20-117, and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

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

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

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

CAROLINE HERTER

Associate



Bar Admissions

The Florida Bar

Court Admissions

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

Education

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

University of Miami, B.S. – 2016

Email: Herter@kolawyers.com

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

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

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

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

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

COURTNEY MACCARONE

Partner

Bar Admissions

New York

New Jersey

Court Admissions

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

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

U.S. District Court, District of New Jersey

U.S. District Court, District of Colorado

Education

Brooklyn Law School, J.D., *magna cum laude* – 2011

New York University, B.A., *magna cum laude* – 2008

Email: maccarone@kolawyers.com

Courtney Maccarone is a New York-based Partner of Kopelowitz Ostrow P.A. Ms. Maccarone became a class action attorney to advocate for individuals who might otherwise have no voice or recourse against powerful corporations, and she has devoted her entire legal career to representing consumers. Since graduating from law school in 2011, she has focused exclusively on prosecuting consumer class actions, advocating for consumer rights in state and federal courts across the country, with a particular focus on cases relating to data privacy, deceptive and unfair trade practices, and defective products.

Ms. Maccarone attended New York University where she received her Bachelor's degree, *magna cum laude*, in 2008. She received her law degree from Brooklyn Law School, *magna cum laude*, in 2011. While attending Brooklyn Law School, Ms. Maccarone served as the Executive Symposium Editor of the Brooklyn Journal of International Law and was a member of the Moot Court Honor Society.

Ms. Maccarone has been recognized as a Super Lawyer "Rising Star" for the New York Metro area each year since 2014.

Ms. Maccarone lives on Long Island with her husband, two children, and rambunctious golden retriever.

EXHIBIT 3



MILBERG.

FIRM RESUME

www.milberg.com



Milberg PLLC (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Florida, Georgia, Illinois, New Jersey, New York, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands.

Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”
- THE NEW YORK TIMES

www.milberg.com

PRACTICE AREAS

SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.

EMPLOYMENT & CIVIL RIGHTS

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

ENVIRONMENTAL LITIGATION & TOXIC TORTS

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

STATE & LOCAL GOVERNMENTS

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

CYBERSECURITY & DATA PRIVACY

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

APPELLATE

Consisting of experienced appellate advocates and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Inc., Customer Data Breach Litigation
In re: Paragard IUD Products Liability Litigation
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation
In re: Ortho Evra Products Liability Litigation
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation
In re: Kugel Mesh Hernia Patch Products Liability Litigation
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation
In re: Stand 'N Seal Products Liability Litigation
In re: Chantix (Varenicline) Products Liability Litigation
In re: Fosamax (alendronate Sodium) Products Liability Litigation
In re: Benicar (Olmesartan) Products Liability Litigation
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation
In re: Risperdal and Invega Product Liability Cases
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation
In re: Incretin-based Therapies Product Liability Litigation
In re: Reglan/Metoclopramide
In re: Levaquin Products Liability Litigation
In re: Zimmer Nexgen Knee Implant Products Liability Litigation
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
In re: Propecia (Finasteride) Products Liability Litigation
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)
In re: Fluoroquinolone Product Liability Litigation
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation
In re: Recalled Abbott Infant Formula Products Liability Litigation
Home Depot, U.S.A., Inc. v. Jackson
Webb v. Injured Workers Pharmacy, LLC

NOTABLE RECOVERIES

\$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

\$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

\$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

\$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

\$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

\$1 Billion Settlement

W.R. Grace & Co.

\$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

\$775 Million Settlement

Washington Public Power Supply System Securities Litigation

\$586 Million Settlement

In re: Initial Public Offering Securities Litigation



MARIYA WEEKES
Partner

Mariya Weekes is a partner at the international plaintiffs' class action firm Milberg, PLLC ("Milberg"). Since Milberg's founding in 1965, it has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over \$50 billion in verdicts and settlements.¹ Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the United States Supreme Court.² The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing. Milberg is recognized as having one of the most respected data privacy practice groups in the United States, having been ranked by Chambers and Partners as Band 3 for Privacy & Data Security Litigation (2024). Law360 recently highlighted Milberg's work in the privacy space. Milberg has more than 100 attorneys on staff and has offices across the United States and the European Union.

Ms. Weekes is a former Florida State Circuit Court Judge, elected to the bench by her constituents. As a Florida Circuit Court Judge, she presided over thousands of complex cases, hundreds of trials, and motions. In her capacity as a Circuit Court Judge, she served on the Circuit's appellate panels reviewing appeals from the lower trial Courts and administrative agencies. Before

¹ See, e.g., *In re Tyco International Ltd., Securities Litigation*, MDL 1335 (D.N.H.) (serving as lead counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Insurance Co. Sales Practice Litigation*, No. 95-4704 (D.N.J.) (serving as lead counsel and recovering more than \$4 billion for policyholders); see also <https://milberg.com/outstanding-recoveries/>.

² See <https://milberg.com/precedent-setting-decisions/page/3/>.

ascending to the bench, she practiced as a trial lawyer representing individuals and corporations in complex cases throughout the State of Florida. As a practicing attorney, she has personally tried dozens of jury trials to verdict and has participated in many significant cases. Both as a civil trial lawyer and former prosecutor, she has handled complex cases from their inception through appeal.

After stepping down from the bench, Ms. Weekes joined Milberg's Cybersecurity and Data Privacy Group, which has extensive experience serving as leadership in numerous privacy class actions, including as lead or co-lead counsel in the largest data breaches in the country. *See, e.g., In Re: Hot Topic Data Breach Litigation*, No. 2:24-cv-9215-MEMF-AS (C.D. Cal.) (Ms. Weekes appointed co-lead counsel in a consolidated action involving more than 57 million customers); *In re Meta Android Privacy Litigation.*, No. 3:25-cv-04674-RFL (N.D. Ca.) (Ms. Weekes appointed as Co-Lead Counsel in a consolidated action involving millions of Google's android users); *In Re: LoanCare Data Security Breach Litig.*, No. 3:23-cv-1508-MMH-MCR (M.D. Fla.) (where Ms. Weekes was appointed co-lead counsel in a consolidated action involving more than 1.3 million consumers); *In re SitusAMC Holdings Corporation Data Breach Litigation*, No. 1:25-cv-9748 (S.D. NY) (Ms. Weekes appointed as Co-Lead counsel in a consolidated action involving over 5 million customers); *In Re: Berry, Dunn, McNeil & Parker Data Security Incident Litigation.*, No. 2:24-cv-00146 (D. Maine) (Ms. Weekes was appointed to the executive committee in a consolidated action involving 1.1 million consumers); *Reichbart v. Financial Business and Consumer Solutions, Inc.*, No. 24-cv-1876 (E.D. Penn.) (Ms. Weekes was appointed chair of the Plaintiffs' Executive Committee in a consolidated action involving more than 1.9 million consumers); *Morrison et al. v. Family Dollar Stores, LLC, et al.*, 0:24-cv-60294-AHS (S.D.Fl.) (Ms. Weekes was appointed as co-lead counsel in a consolidated consumer protection class action involving adulterated medications impacting thousands of consumers across 19 States); *Javid et al.*

v. Finsatra Technology, Inc., No. 6:25-cv-1284-PGB-DCI (M.D. Fla.) (Ms. Weekes appointed Co-Lead Counsel in a consolidated action involving over 800,000 customers); *In Re ConnectonCall.com Data Breach Litigation*, Case No. 2:24-cv-08790-SJB-JMW (E.D NY) (Ms. Weekes appointed Interim Co-Lead Counsel); *Zayatz v. Akumin Operating Corp.*, Case No. 0:24-cv-62439-RS (S.D. FL) (Ms. Weekes appointed Interim Co-Lead Counsel); *Owings v. Medusind, Inc.*, 1:25-cv-20117-RAR (S.D. FL) (Ms. Weekes appointed interim co-lead counsel); *W. v. LivaNova USA, Inc.*, Case No. 4:24-cv-02250 (S.D. Tex.) (Ms. Weekes was appointed Interim Co-Lead Counsel); *In re Coastal Orthopedics & Sports Medicine of Southwest Florida Data Breach Litig.*, Case No. 2024-CA-1078AX (12th Judic. Circ. Ct. of Fla., Manatee Cnty) (Ms. Weekes was appointed Interim Class Counsel); *Lomedico v. MarineMax, Inc.*, Case No. 8:24-cv-1784-MSS-AEP (M.D. Fla.) (appointed joint Interim Class Counsel); *In re TRC Staffing Services, Inc. Data Breach Litig.*, Case No. 1:24-cv-02398-VMC (N.D. Ga.) (Ms. Weekes was appointed co-lead counsel); *Lepore et al v. Affiliated Dermatologists & Dermatologic Surgeons, P.A.*, Case No. MRS-L-001091-24 (Ms. Weekes was appointed Interim Class Counsel); *Owens et al v. MGM Resorts International, et al.*, Case No. 2:23-cv-01480-RFB-MDC (D. Nev.) (Ms. Weekes was appointed to Plaintiffs' Steering Committee); *Mckinley v. Doxim, Inc.* Case No. 2:24-cv-11550-TGB-CI (E.D. Mich.) (Ms. Weekes was appointed co-lead counsel); *Cucuta v. FloridaCentral Credit Union*, Case No. 24-CA-006065 (Hillsborough County, FL.) (Ms. Weekes was appointed co-lead counsel).; *In re: MoveIt Customer Data Security Breach Litigation*, 1:23-md-03083 (D. Mass.) (where Milberg was appointed to the leadership committee in multi-district litigation involving a data breach that impacted more than 95 million consumers).³Milberg's Cybersecurity and Data Privacy Group is

³ See, also *Morrill v. Lakeview Loan Servicing, LLC*, Case No. 1:22-cv-20955-DPG (S.D. Fla.) (where Milberg is appointed to the leadership committee in a data breach class action involving 6 million consumers); *Sherwood v. Horizon Actuarial Services, LLC*, Case No. 1:22-cv-01495-ELR

largely responsible for developing the favorable case law that many plaintiffs rely on in the data breach space. *See e.g., Webb v. Injured Workers Pharmacy, LLC*, 72 F.4th 365 (1st Cir. 2023) (Milberg attorneys obtained a decision from the First Circuit reversing the dismissal with prejudice of a data breach case and finding Article III standing); *In re Arthur J. Gallagher Data Breach Litig.*, 631 F. Supp. 3d 573, 586 (N.D. Ill. 2022) (Milberg attorneys largely defeated a motion to dismiss in a data breach case involving 3 million consumers); *In re Blackbaud, Inc., Customer Data Breach Litig.*, No. 3:20-MN-02972-JMC, 2021 WL 2718439, at *1 (D.S.C. July 1, 2021) (Milberg attorneys defeated a standing challenge in a 10 million person data breach case).

(N.D. Ga.) (where Milberg is court-appointed co-lead counsel in a data breach class action involving 4 million consumers).

LOCATIONS

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

CALIFORNIA

280 South Beverly Drive, Penthouse
Beverly Hills, California 90212

FLORIDA

333 SE 2nd Avenue, Suite 2000
Miami, Florida 33131

ILLINOIS

227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 675
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza, Suite 408
Garden City, New York 11530

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

WASHINGTON

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

17410 133rd Avenue, Suite 301
Woodinville, Washington 98072

WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440
Washington, D.C. 20015

NETHERLANDS

UNITED KINGDOM



EXHIBIT 4



WILKERSON JUSTUS

Wilkerson Justus PLLC was formed in April 2025 as a litigation firm based in Asheville, North Carolina. Both founding attorneys were Senior Principals at another North Carolina law firm practicing in the area of litigation. Mr. Wilkerson has over 25 years of civil litigation practice experience, while Craig Justus has over 30 years of civil litigation experience.

David M. Wilkerson

David Wilkerson is a graduate of the University of South Carolina Law School and member of good standing of the North Carolina State Bar and the South Carolina State Bar. David co-founded the firm of Wilkerson Justus in April 2025 after over 18 years as a Senior Principal at another North Carolina firm.

He currently serves as class counsel in numerous class actions around the nation and practices in the area of complex business litigation. He served for six years on the section council for the Antitrust and Complex Litigation Section of the North Carolina Bar Association and has served on the North Carolina Business Court Rules Committee. He currently serves on the section council for the Litigation Section of the North Carolina Bar Association. His recent leadership in class actions includes, but is not limited to, serving as co-lead counsel in *Gaston v. Lexis Nexis Solutions, et al.*, No. 5:16-cv-9 (W.D.N.C.); class counsel in *In Re Blue Cross Antitrust*, No. 2:13-cv-20000 (N.D.A.L.); interim liaison counsel in *In Re Sanderson and Koch Broiler Chicken Grower Litigation*, No. 7:10-cv-00031 (E.D.N.C); co-lead counsel in *Morris v. Bank of America, N.A.*, No.

3:18-CV-157 (W.D.N.C.); co-lead counsel in *Peters v. Aetna*, No. 1:15-cv-00109-MR (WDNC); co-lead counsel in *Millwood v. State Farm Life Insurance Company*, No. 7:19-cv-01445 (D.S.C.). He served on the Subscriber Discovery Committee in *In Re Blue Cross Blue Shield Antitrust*, 2:13-CV-20000 (N.D.A.L.).

Since 2021, he has argued cases in the Ninth Circuit Court of Appeals, the Federal Circuit Court of Appeals, the United States Patent and Trademark Appeal Board, and served as counsel in class actions in South Carolina, Oklahoma, Virginia, and Missouri, among others. In 2025, he presented at the North Carolina Bar Association Litigation Section's annual CLE on privacy breach class actions. He is currently involved in numerous privacy class action cases in North Carolina.

EXHIBIT B

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA**

IN RE: KRISPY KREME DATA
SECURITY LITIGATION

Case No. 3:25-cv-00434-MOC-SCR

Hon. Max O. Cogburn

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

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

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

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

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

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

RELEVANT EXPERIENCE

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

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

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

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

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

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

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

g) *In re U.S. Office of Personnel Management Data Security Breach Litigation* MDL No. 2664, 15-cv-01394 (D.D.C.), involved a \$63 million settlement for compromised personal information of then-current and former federal government employees and contractors, and certain applicants for federal employment. An extensive nationwide media notice campaign was implemented using magazines, digital and social media notices (delivering more than 758 million impressions), traditional and satellite radio, and other forms of media. The media notice reached at

least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were sent to identified class members. The notice program was supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a settlement website.

h) *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.), involved a \$21 million settlement against The Coca-Cola Company, fairlife, LLC, and other defendants alleging false labeling and marketing of fairlife milk products. A comprehensive media plan was implemented with a consumer print publication notice, targeted digital and social media notices (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website.

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

j) *In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.), involved landmark settlement notice programs to distinct “Economic and Property Damages” and “Medical Benefits” settlement classes for BP’s \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included

more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

6. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in numerous data breach and privacy settlements, including:

| Data Breach & Privacy Cases | Case No. & Court |
|---|---|
| <i>In re: Zoom Video Communications, Inc. Privacy Litigation</i> | 3:20-cv-02155 (N.D. Cal.) |
| <i>In re: Capital One Consumer Data Security Breach Litigation</i> | MDL No. 2915 (E.D. Va.) |
| <i>In re: Morgan Stanley Data Security Litigation</i> | 1:20-cv-05914 (S.D.N.Y.) |
| <i>In re: U.S. Office of Personnel Management Data Security Breach Litigation</i> | MDL No. 2664, (D.D.C.) |
| <i>In re: Department of Veteran Affairs (VA) Data Theft Litigation</i> | MDL No. 1796 (D.D.C.) |
| <i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i> | MDL No. 2633 (D. Or.) |
| <i>McCullough v. True Health New Mexico, Inc.</i> | D-202-CV-2021-06816 (2nd Dist. Ct., N.M.) |
| <i>Chapman v. Insight Global Inc.</i> | 1:21-cv-00824 (M.D. Penn.) |
| <i>Thomsen et al. v. Morley Cos., Inc.</i> | 1:22-cv-10271 (E.D. Mich.) |
| <i>In re Scripps Health Data Incident Litigation</i> | 37-2021-00024103 (Sup. Ct. Cal. Cnty. of San Diego) |
| <i>Service et al. v. Volkswagen Group of America et al.</i> | C22-01841 (Sup. Ct. Cal. Cnty. of Contra Costa) |
| <i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.</i> | 21-cv-61275 (S.D. Fla.) |
| <i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al.</i> | 3:20-cv-03424 (N.D. Tex.) |
| <i>Cochran et al. v. The Kroger Co. et al.</i> | 5:21-cv-01887 (N.D. Cal.) |
| <i>Ford et al. v. [24]7.ai, Inc. (Best Buy Data Incident)</i> | MDL No. 2863 (N.D. Cal.) |
| <i>Snyder et al. v. The Urology Center of Colorado, P.C.</i> | 2021CV33707 (2nd Dist. Ct. Cnty. of Denver Col.) |
| <i>Dearing v. Magellan Health Inc. et al.</i> | CV2020-013648 (Sup. Ct. Cnty. of Maricopa, Ariz.) |
| <i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc.</i> | 1:20-cv-02667 (S.D.N.Y.) |
| <i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute</i> | 8:20-cv-01798 (M.D. Fla.) |

| Data Breach & Privacy Cases | Case No. & Court |
|---|--|
| <i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.</i> | 2:18-cv-03019 (C.D. Cal.) |
| <i>In re Community Health Systems, Inc. Customer Data Security Breach Litigation</i> | MDL No. 2595 (N.D. Ala.) |
| <i>Lozano v. CodeMetro Inc.</i> | 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego) |
| <i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health</i> | 3:18-cv-00327 (W.D. Wis.) |
| <i>Armon et al. v. Washington State University</i> | 17-2-23244-1 consolidated with 17-2-25052-0 (Sup. Ct. Wash.) |
| <i>Kuss v. American HomePatient, Inc. et al.</i> | 8:18-cv-02348 (M.D. Fla.) |
| <i>Nelson v. Roadrunner Transportation Systems, Inc.</i> | 1:18-cv-07400 (N.D. Ill.) |
| <i>Adlouni v. UCLA Health System Auxiliary et al.</i> | BC589243 (Cal. Sup. Ct., L.A. Cnty.) |
| <i>Parsons v. Kimpton Hotel & Restaurant Group, LLC</i> | 3:16-cv-05387 (N.D. Cal.) |
| <i>In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i> | CV2016-013446 (Ariz. Super. Ct., Maricopa Cnty.) |
| <i>McGann et al., v. Schnuck Markets, Inc.</i> | 1322-CC00800 (Mo. Cir. Ct.) |
| <i>Greater Chautauqua Federal Credit Union et al. v. Kmart Corp. et al.</i> | 1:15-cv-02228 (N.D. Ill.) |
| <i>In re: Heartland Payment Systems, Inc. Data Security Breach Litigation</i> | MDL No. 2046 (S.D. Tex.) |
| <i>In re: Countrywide Financial Corp. Customer Data Security Breach Litigation</i> | MDL No. 1998, (W.D. Ky.) |
| <i>Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A.</i> | 3:23-cv-00598, (M.D. Tenn) |
| <i>Medina et al. v. PracticeMax, Inc.</i> | CV-22-01261, (D. Ariz.) |
| <i>In re Waste Management Data Breach Litigation</i> | 1:21-cv-06199, (S.D.N.Y) |
| <i>Sherwood, et al. v. Horizon Actuarial Services, LLC</i> | 1:22-cv-01495, (N.D. Ga.) |
| <i>Briscoe et al. v. First Financial Credit Union</i> | D-202-CV-2022-02974, (2nd. Jud. Dist. Cnty. of Bernalillo, N.M.) |
| <i>Patterson et al. v. DPP II LLC, et al.</i> | DC-23-01733, (Dist. Ct of Dallas Cnty., Tex.) |
| <i>In Re: Canon U.S.A. Data Breach Litigation</i> | 1:20-cv-06239, (E.D.N.Y.) |

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

court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in the Epiq Legal Noticing *curriculum vitae* included as **Attachment 1**.

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

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

OVERVIEW

10. This declaration describes the successful implementation of the Settlement Notice Program (“Notice Program”) and Notices (the “Notice” or “Notices”) for *In Re: Krispy Kreme Data Breach Litigation*, Case No. 3:25-cv-00434, in the United States District Court of the Western District of North Carolina. Epiq designed this Notice Program based on our extensive prior experience and research into the notice issues particular to this Settlement. The Notice Program as designed and implemented provided notice that was the best notice practicable under the circumstances to provide notice to the Settlement Class.

DATA PRIVACY AND SECURITY

11. Epiq has procedures in place to protect the security of data for the Settlement Class. As with all cases, Epiq maintains extensive data security and privacy safeguards in its official capacity as the Settlement Administrator for this Action. A Services Agreement, which formally

retains Epiq as the Settlement Administrator, governs Epiq’s administration responsibilities for the Action. Epiq maintains adequate insurance in case of errors.

12. With respect to the data it receives, collects, and otherwise hosts, Epiq serves as a data processor and acts only at the direction of the designated data controller or of the Court, as described in applicable contracts, statements of work, and/or Court documents and Orders. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of services as Settlement Administrator. Epiq does not use any information provided by Settlement Class Members for any other purpose than the administration of this Action. Specifically, Settlement Class Member information is not used, disseminated, or disclosed by or to any other person for any other purpose unrelated to the administration of this Action.

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

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

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

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

17. Upon completion of a project, Epiq continues to host all data until otherwise instructed in writing by a customer to delete, archive or return such data. When a customer requests that Epiq delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq may retain data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq's record retention or back-up policies or procedures (including those regarding electronic communications) then in effect. Epiq

keeps data in line with client retention requirements. If no retention period is specified, Epiq returns the data to the client or securely deletes it as appropriate.

CAFA NOTICE

18. Pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, on February 6, 2026, Epiq sent 55 CAFA Notice Packages (“CAFA Notice”). The CAFA Notice was mailed via United States Postal Service (“USPS”) Priority Mail to 50 officials (the Attorneys General of 46 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands). Per the direction of the Office of the Alaska, Nevada, New York, and Connecticut Attorneys General, the CAFA Notice was sent to the Alaska, Nevada, New York, and Connecticut Attorneys General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated February 6, 2026, which is included as **Attachment 2**.

NOTICE PROGRAM METHODOLOGY

19. Federal Rules of Civil Procedure, Rule 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 that “the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”¹ The Notice Program as implemented satisfied this requirement.

20. This Notice Program as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Program individual notice efforts via mail to identified Settlement Class Members reached approximately 99% of the identified Settlement Class. The reach was further enhanced by a digital/internet notice program (digital notice and social media), internet sponsored search listings, and a Settlement Website, which are not included in the reach calculation. In my experience, the reach of the Notice Program was consistent with

¹ Fed. R. Civ. P. 23(c)(2)(B).

other court-approved notice plans, was the best notice practicable under the circumstances, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

NOTICE PROGRAM DETAIL

21. On March 5, 2026, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved, for settlement purposes only, the following “Settlement Class”:

All living individuals residing in the United States whose Private Information was impacted by the Data Incident.

Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge’s immediate family, and Court staff; and (4) those Settlement Class Members who timely and properly opt-out of the Settlement.

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

NOTICE PROGRAM

Individual Notice

23. On March 6, 2026, Epiq received one data file with 140,181 identified Settlement Class Member records, which included names and mailing addresses for identified Settlement Class Members (“Class List”). Epiq deduplicated and rolled-up the records and loaded the unique, Settlement Class Member records into its database for this Settlement. These efforts resulted in

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

138,269 unique, identified Settlement Class Member records (of these, 14 records did not have an associated mailing address and were not sent Notice).

Individual Notice – Direct Mail

24. On March 25, 2026, Epiq commenced sending 138,255 double postcard notices with a detachable Claim Form (“Postcard Notice”) to all identified Settlement Class Members for whom an associated mailing address was available. The Postcard Notice was sent via USPS first-class mail. The Postcard Notice clearly and concisely summarized the Settlement and the legal rights of the Settlement Class Members. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Long Form Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 3**.

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

26. The return address on the Postcard Notices is a post office box that Epiq maintains for this Settlement. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order had expired, or to better addresses that were found using a third-party lookup service. This process is also commonly referred to as “skip-tracing.” Upon successfully locating

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

better addresses, Postcard Notices were promptly re-mailed. As of May 19, 2026, Epiq has remailed 1,050 Postcard Notices.

27. Additionally, a Long Form Notice and Claim Form (“Claim Package”) were mailed to all persons who requested one via the toll-free telephone number or other means. As of May 19, 2026, Epiq mailed 728 Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 4**. The Claim Form is included as **Attachment 5**.

Notice Results

28. As of May 19, 2026, a Postcard Notice was delivered to 137,710 of the 138,269 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 99% of the identified Settlement Class Members.

Media Plan

Internet Digital Notice Campaign

29. 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 class certification and/or a settlement for a class action case. According to MRI-Simmons⁴ data, 97% of all adults are online and 84% of all adults use social media.⁵

30. The Notice Program included digital advertising (“Digital Notices”) on the leading social media platforms in the United States, including *Facebook, Instagram, and LinkedIn*. *Facebook* is one of the leading social networking site in the United States with 197 million users,⁶

⁴ 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.

⁵ MRI-Simmons 2025 Survey of the American Consumer®.

⁶ Statista Digital 2025: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the

and *Instagram* has 181 million active users in the United States.⁷ *LinkedIn* is the world's largest professional network on the internet with 270 million members in the United States.⁸

31. The Digital Notices were designed to encourage participation by Settlement Class Members—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Digital Notices used language from the Long Form Notice headline, which allowed users to identify themselves as potential Settlement Class Members. All Digital Notices appeared on desktop, mobile, and tablet devices. Digital Notices were also targeted (remarketed) to people who clicked on a Digital Notice.

32. More details regarding the target audiences, specific ad sizes of the Digital Notices, and the number of delivered impressions are included in the following table:

| <i>Network/Property</i> | <i>Target</i> | <i>Ad Size</i> | <i>Delivered Impressions</i> |
|-------------------------|---|------------------------------|------------------------------|
| <i>Facebook</i> | Current and Former Krispy Kreme Employees | Newsfeed & Right Hand Column | 2,641,974 |
| <i>Instagram</i> | Current and Former Krispy Kreme Employees | Newsfeed Ads | 2,149,659 |
| <i>LinkedIn</i> | Current and Former Krispy Kreme Employees | Feed Ads | 3,059,012 |
| TOTAL | | | 7,850,645 |

33. Combined, approximately 7.85 million targeted impressions were generated by the Digital Notices, which were targeted nationwide.⁹ The Digital Notices ran from March 25, 2026,

world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁷ Statista Digital 2025: Global Overview Report.

⁸ Statista Digital 2025: Global Overview Report.

⁹ The third-party ad management platform, ClickCease was used to audit the Digital Notice ad placements. This type of platform tracks all Digital 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.).

through April 23, 2026. Clicking on the Digital Notices linked the reader to the Settlement Website, where they could easily obtain detailed information about the Settlement. Examples of the Digital Notices are included as **Attachment 6**.

Sponsored Search Listings

34. To facilitate locating the Settlement Website, sponsored search listings were acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines searched for selected keyword combinations related to the Settlement, the sponsored search listing advertisement created for this Settlement was displayed. Generally, the sponsored search listing advertisement appeared 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 were displayed nationwide. All sponsored search listings linked directly to the Settlement Website.

35. The sponsored search listings ran from March 25, 2026, through April 23, 2026. The sponsored listings were displayed 14,200 times, which resulted in 2,523 clicks that displayed the Settlement Website. A complete list of the sponsored search keyword combinations is included as **Attachment 7**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 8**.

Settlement Website

36. On March 24, 2026, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.KrispKremeDataSettlement.com). Relevant documents are posted on the Settlement Website, including the Long Form Notice, Claim Form, Postcard Notice, Settlement Agreement, Motion for Preliminary Approval Order, and Preliminary Approval Order. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members can opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members are also able to file an online Claim Form. The Settlement Website address was prominently displayed in all notice

documents. As of May 19, 2026, there have been 127,041 unique visitor sessions to the Settlement Website, and 199,069 web pages have been presented.

Toll-Free Telephone Number & Contact Information

37. On March 24, 2026, Epiq established a toll-free telephone number (1-877-239-1879) for the Settlement. Callers are able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Claim Package be mailed to them. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of May 19, 2026, there have been 2,631 calls to the toll-free telephone number, representing 6,035 minutes of use.

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

Request for Exclusion and Objections

39. The deadline to request exclusion from the Settlement or to object to the Settlement is June 6, 2026. As of May 19, 2026, Epiq has received no requests for exclusion. As of May 19, 2026, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution Options

40. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members are able to file a Claim Form online or by mail. With any method of filing a Claim Form, Settlement Class Members are given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the parties to select an appropriate menu of payment options. The type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option is discouraged relative to other options.

41. The deadline for Settlement Class Members to file a Claim Form is June 22, 2026. As of May 19, 2026, Epiq has received 7,629 Claim Forms (2,132 online and 5,497 paper). Since

the June 22, 2026, Claim Form Deadline has not yet passed, these numbers are preliminary. As of the date of this declaration, the number of Claim Forms received is consistent with what Epiq reasonably anticipated and is consistent with other data breach settlements with similar settlement class member benefits. As standard practice, Epiq is in the process of conducting a complete quality control review of all Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

Settlement Administration Costs

42. Through April 2026, administration fees and expenses total \$149,979.81 which is inclusive of the costs to implement the Notice Program and handle settlement administration to date. Based on the current scope of settlement administration, Epiq estimates the final, total cost to be approximately \$210,000 to \$230,000 to complete the settlement administration, leading up to and following the Final Approval Hearing. This is not a minimum or a cap of costs to be incurred.

43. Additional work remains leading up to and following the Final Approval Hearing to complete all aspects of the settlement administration. The remaining work to be completed includes: (1) processing Claim Forms and completing quality review; (2) distributing Settlement Funds to members of the Settlement Class with a valid Claim Form (digital payments or physical checks and postage); (3) handling undeliverable payments; (4) re-issuing payments; (5) communications with members of the Settlement Class, including maintaining the Settlement Website and toll-free telephone number throughout the remaining duration of the settlement administration; and (6) associated project management and related billable hours to handle the distribution and related settlement administration responsibilities. All fees and expenses are subject to the Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and conditions of that agreement.

PLAIN LANGUAGE NOTICE DESIGN

44. The Notices were designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the

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

45. The Notices mailed to identified Settlement Class Members provided substantial information to the Settlement Class. The Notices included (i) details regarding the Settlement Class Members’ ability to opt-out or object, (ii) the deadline to opt-out or object, and (iii) the date, time, and location of the Final Approval Hearing, among other information.

CONCLUSION

46. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential class members and, that the notice or notice plan provide class members with easy access to the details of how the class action may impact their rights. All these requirements were met in this case.

47. The Notice Program included individual direct notice via mail to identified Settlement Class Members. With the address protocols that were used, the Notice Program reached approximately 99% of the identified Settlement Class. The reach was further enhanced by a digital/internet notice program (digital notice and social media), internet sponsored search listings, and a Settlement Website, which were not included in the reach calculation. In 2010, the FJC issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases and is illustrative for state cases. This Guide states that “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to

reach between 70–95%.”¹⁰ Here, we have developed a Notice Program that readily achieved a reach beyond the high end of that standard.

48. The Notice Program followed the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to endeavor to actually inform the Settlement Class, and b) to demonstrate that notice is reasonably calculated to do so:

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

49. The Notice Program provided the best notice practicable under the circumstances, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

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

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 20, 2026.



Cameron R. Azari, Esq.

¹⁰ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

Attachment 1

The logo for epiq legal noticing SM. The word "epiq" is in a bold, blue, lowercase sans-serif font. Below it, "legal noticing" is in a smaller, grey, lowercase sans-serif font, followed by a superscripted "SM".

epiq
legal noticingSM

Legal Noticing Experts

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

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

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



Case Expertise

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

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

10.7M
email notices

836M
digital impressions

80%
of class reached

\$190M
settlement

93.6M
email or mail
notices

96%
of class reached

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

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

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

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

\$85M
settlement

158M
email or mail
notices

91%
of class reached

Case Expertise

\$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

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

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

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

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

\$21M
settlement

620.1M
digital impressions

80.2%
of class reached

\$1.91B
settlements

61.8M
mail notices

95%
reach of notice
program

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

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

Case Expertise

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

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

\$60M
settlement

13.8M
email or mail
notices

\$88M
settlements

7.92M
email or mail
notices

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

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

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

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

\$50M
settlement

5.1M
email or mail
notices

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

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

\$63M
settlement

758M
digital impressions

85%
of class reached

Case Expertise

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

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

\$175M
settlement
benefits

13.8M
email or mail
notices

93% – 95%
of class reached

geo-targeted
media noticing

95%
of class reached

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

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

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

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

\$26.5M
settlement

29M
email notices

93.7%
of class reached

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

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

1.8M
mail or email
notice to vehicle
owners

Case Expertise

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

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

\$250M
settlement

4.7M
class members

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

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

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

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

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

\$7.8B
settlement

7,900
tv spots

5,200
radio spots

5,400
print insertions

6.9M
email or mail notices
90%
of class reached

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

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

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

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

asbestos, personal injury claims
notice program

Legal Noticing Experts

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



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

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

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



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

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

Kyle Bingham, Senior Director Epiq Legal Noticing & Media Noticing



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

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

Experts' Articles and Presentations

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

Experts' Articles and Presentations

- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates." DC Consumer Class Action Lawyers Luncheon, Washington, DC, Dec. 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, "Tips for Responding to a Mega-Sized Data Breach." *Law360*, May 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360*, Feb. 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.

Experts' Articles and Presentations

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, Apr. 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.
- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements." Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Stephanie Fiereck** Author, "Consultant Service Companies Assisting Counsel in Class-Action Suits." *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.
- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.

Experts' Articles and Presentations

- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **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 Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

The Notice and Claims Process provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The Notice and Claims Process fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1), and all other applicable law and rules. No Settlement Class Member has objected to the Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Judge Beth Phillips, *Niewinski et al. v. State Farm Life Insurance Company et al.* (April 1, 2024) 23-04159-CV (W.D. Mo.):

[T]he Court confirms the Class Notice was implemented in accordance with the Court's October 18, 2023 Order... The Court further confirms its prior findings that the form and substance of the Class Notice meet, and have met, the requirements of Rule 23(c) and the Due Process Clause of the United States Constitution.

Judge Beth Labson Freeman, *Prescott et al. v. Reckitt Benckiser LLC* (Mar. 28, 2024) 5:20-cv-02101 (N.D. Cal.):

The Court finds that notice has been disseminated to the Classes in compliance with the Court's Order Granting Preliminary Approval. The Court further finds that the notice given was the best notice practicable under the circumstances; constituted notice that was reasonably calculated, under the circumstances, to apprise Class members of the pendency of the action, the terms of the proposed Settlement, the right to object to or exclude themselves from the proposed Settlement, and the right to appear at the Final Approval Hearing; constituted due, adequate, and sufficient notice to all persons entitled to receive notice; fully satisfied due process; and met the requirements of Rule 23 of the Federal Rules of Civil Procedure. The Court further finds that notice provisions of 28 U.S.C. § 1715 were complied with in this case.

Judge Kimberly Fitzpatrick, *Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare* (Mar. 20, 2024) 342-339562-23 (Dist. Ct. Tarrant Cnty., Tex.):

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

Judge Denise L. Cote, *In re Waste Management Data Breach Litigation* (Mar. 15, 2024) 1:21-cv-06199 (S.D. N.Y.):

The Court finds and concludes that the Postcard Notice, Detailed Notice, Claim Form, Settlement Website, and all other aspects of the Notice Program, opt-out, and claims submission procedures set forth in the Settlement Agreement fully satisfied Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, and support the Court's exercise of jurisdiction over the Settlement Class.

Judge Douglas L. Rayes, *Medina et al. v. PracticeMax, Inc.* (Mar. 14, 2024) CV-22-01261 (D. Ariz.):

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

Judge William H. Orrick, *In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation* (Altria Settlement) (Mar. 14, 2024) 19-md-02913 (N.D. Cal.):

Notice of the Altria Settlement was provided by: (1) direct notice via email to those Settlement Class Members for whom an email address was available; (2) direct notice via postcard mailed to those Settlement Class Members for whom a physical mailing address was available but an email address was not available; (3) publication notice of the Settlement, which comprised 409,315,597 impressions, targeted at likely Settlement Class Members served across relevant internet websites and social media platforms; and (4) publication on the settlement website. In total, the Notice Plan is estimated to have reached at least 80% of Settlement Class Members. The Court finds that the Notice Plan provided the best practicable notice to the Settlement Class Members and satisfied the requirements of due process.

Judge Aleta A. Trauger, *Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A.*, (Mar. 14, 2024) 3:23-cv-00598 (M.D. Tenn.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in compliance with the requirements of Rule 23(c)(2). The Court finds that the notice program was reasonably calculated to, and did, provide due and sufficient notice to the Class of the pendency of the Action, certification of the Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their rights to object to and appear at the Final Fairness Hearing or to exclude themselves from the Settlement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Judge Timothy McJoynt, *Jackson et al. v. Fandango Media, LLC* (Dec. 4, 2023) 2023LA000631 (18th Jud. Cir. Ct., DuPage Cnty., Ill.):

The Court has determined that the notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval—including: (i) direct notice in the form of an email to Settlement Class Members for whom a valid email address is available in the Class List, containing an electronic link to the Claim Form; (ii) reminder notice via a second email thirty (30) days prior to the Claims Deadline containing an electronic link to the Claim Form; and (iii) the creation of a Settlement website . . . apprising the Settlement Class of the proposed Settlement and enabling the Settlement Class to submit Claim Forms online—fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, the Settlement and Settlement Agreement, their right to object to or to exclude themselves from the Settlement and Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Nadine Nieto, *Arevalo et al. v. USAA Casualty Insurance Company et al.* (Nov. 27, 2023) 2020-CI-16240 (Dist. Ct., Bexar County, Tex. 285th Jud. Dist.):

The Court confirms and approves, as to form and content, the Notice delivered to Settlement Class members, and finds that the Notice Program was fair, adequate, and satisfied due process. The Court finds the notice constituted the best notice practicable under the circumstances by providing individual notice to all Settlement Class Members who could be identified through reasonable effort and constituted valid and sufficient notice to all persons entitled thereto, complying fully with the requirements of due process and Texas Rule of Civil Procedure 42 (e)(1)(B).

Judge Todd Taylor, *Alexander et al. v. Salud Family Health, Inc.* (Nov. 22, 2023) 2023CV030580 (19th Dist. Ct. Greeley Cnty., Col.):

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Colorado Rule of Civil Procedure 23(e). The Court finds that the Claims Administrator's notice fully and accurately informed Settlement Class Members about the Litigation and the existence and terms of the Settlement Agreement; advised Settlement Class Members of all terms of the Settlement; advised Settlement Class Members of their right to request exclusion from the Settlement and provided sufficient information so Settlement Class Members were able to decide whether to accept the benefits offered, opt out and pursue their own remedies, or object to the proposed Settlement; provided procedures for Settlement Class Members to file written objections to the proposed Settlement, to appear at the Final Approval Hearing, and to state objections to the proposed Settlement; and provided the time, date, and place of the Final Approval Hearing.

Judge John R. Tunheim, *In re Cattle and Beef Antitrust Litigation* (Nov. 21, 2023) 22-3031 (D.Minn.):

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

Judge Lawrence P. Riff, *Ross et al. v. Panda Restaurant Group, Inc.* (Nov. 20, 2023) 21STCV03662 (Sup. Ct. Cal., Cnty. of Los Angeles):

The Court finds that the distribution of the Notice of the Settlement has been completed in conformity with the Court's Preliminary Approval Order. The Court finds that the notice was the most practicable under the circumstances and provided due and adequate notice of the proceedings and of the terms of the Settlement. The Court finds that the notice fully satisfied the requirements of due process. The Court also finds that all Settlement Class Members were given a full and fair opportunity to participate in the Fairness Hearing, all Class Members wishing to be heard have been heard, and all Class Members have had a full and fair opportunity to exclude themselves from the Settlement Class.

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Judge Stephen Dries, *Fernandez et al. v. 90 Degree Benefits Wisconsin et al.* (Nov. 17, 2023) 2:22-cv-00799 (E.D. Wis.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action, (ii) the effect of the proposed Settlement (including the releases to be provided thereunder), (iii) Class Counsel's motion for a Fee Award and Costs, (iv) Class Representatives' motion for a Service Award Payments, (v) their right to object to any aspect of the Settlement, Class Counsel's motion for a Fee Award and Costs, and/or Class Representatives' motion for a Service Award Payments, (vi) their right to exclude themselves from the Settlement Class, and (vii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

Judge Joseph V. Salvi, *Gudgel et al. v. Reynolds Consumer Products, Inc. et al.* (Nov. 15, 2023) 23LA00000486 (Cir. Ct. 19th Jud. Cir., Lake Cnty., Ill.):

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, applicable law, and the due process clauses of the United States and Illinois Constitutions.

Judge Kimberly Dowling, *Sharma et al. v. Accutech Systems Corporation* (Nov. 13, 2023) 18C02-2210-CT-000135 (Cir. Ct. 2, Del. Cnty., Ind.):

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

Judge William T. Ridley, *Julien et al. v. Cash Express, LLC* (Nov. 9, 2023) 2022-CV-221 (Cir. Ct. Putnam Cnty. Tenn.):

The form, content, and method of dissemination of the notice given to members of the Settlement Class were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Due Process.

Judge Jennifer Barron, *Young et al. v. Military Advantage, Inc. d/b/a Military.com* (Nov. 9, 2023) 2023LA00535 (18th Jud. Dist. Cir. Ct. Dupage Cnty. Ill.):

The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval - including (i) direct notice to the Settlement Class via email and U.S. mail, based on the comprehensive subscriber list provided by Defendant, and (ii) the creation of the Settlement Website - fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.

Judge Laura Scott, *Lukens v. Utah Imaging Associates, Inc.* (Nov. 8, 2023) 210906618 (3rd Dist., Salt Lake Cnty., Utah):

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

Judge Christopher C. Nash, *Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company* (Nov. 3, 2023) 21-CA-002738 (Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla.):

The Court hereby finds that the Notice Plan (i) constituted the best practicable notice under the circumstances; (ii) was reasonably calculated to apprise potential Settlement Class Members of the pendency of the Action, their right to object to or exclude themselves from the Proposed Settlement, and to appear at the final approval hearing; and (iii) constituted due, adequate, and sufficient process and notice to all persons entitled to receive notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge Andrew M. Lavin, *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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge John R. Tunheim, *In re 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. Fioreck. Azari declared that Epiq “delivered individual notice

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

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

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

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

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

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

Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge Jeff Carpenter, Eastwood Construction LLC et al. v. City of Monroe (Oct. 27, 2020) 18-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.

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

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

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

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

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

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

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios 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).

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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

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Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

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

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

Judge Margo K. Brodie, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

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

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

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

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

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

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

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

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

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they

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desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 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.

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

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

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

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

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 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 Bettelstone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

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

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

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

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

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

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

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

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

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice.... Following this extensive notice campaign reaching over 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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

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

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

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

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

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

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

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

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

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

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

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

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

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

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

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Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

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

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

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

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections . . . This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so.

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

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

Judicial Quotes

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

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

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

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

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

*The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center . . . The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.* (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

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

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

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

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

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

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice

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that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs ... executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

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

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

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participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

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

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

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

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

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

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

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

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

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

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

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

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

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

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

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

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

Legal Noticing Cases

Epiq Legal Noticing has served as a notice expert for planning, implementation and/or analysis in the following cases (this is a partial list of cases):

| Case Name | Court & Case No. |
|--|---|
| <i>Beauford v. The Johns Hopkins Hospital, Inc. et al.</i> (Pixel) | Cir. Ct. Baltimore Cnty., No. C-03-CV-23-000501 |
| <i>Doe v. Clinivate, LLC</i> | Sup. Ct. Cnty. of Contra Costa, Cal., No. C22-01620 |
| <i>Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum</i> (Data Breach) | E.D. Penn., No. 2:22-cv-04676 |
| <i>Guy et al. v. Convergent Outsourcing, Inc.</i> (Data Breach) | W.D. Wash., No. 2:22-cv-01558 |
| <i>Farley et al. v. Eye Care Leaders Holding, LLC</i> (Data Breach) | M.D.N.C., No. 1:22-cv-00468 |
| <i>In re Wright & Filippis, LLC Data Security Breach Litigation</i> | E.D. Mich., No. 2:22-cv-12908 |
| <i>Holden et al. v. Guardian Analytics, Inc. et al.</i> (Data Breach) | D.N.J., No. 2:23-cv-2U5 |
| <i>Bobo et al. v. Clover Network, LLC</i> (TCPA) | 18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill., No. 2023CH000168 |
| <i>Dam v. Perkins Coie, LLP et al.</i> (Crypto) | E.D. Wash., No. 2:20-CV-00464 |
| <i>Hoover et al. v. Camping World Group, LLC et al.</i> (Data Breach) | 18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00037 |
| <i>In re Hope College Data Security Breach Litigation</i> | W.D. Mich., No. 1:22-cv-01224 |
| <i>Shaffer et al. v. George Washington University et al.</i> (Tuition Fees) | D.D.C., No. 20-1145 |
| <i>In re U.S. Vision Data Breach Litigation</i> | D.N.J., No. 1:22-cv-06558 |
| <i>Qureshi et al. v. American University</i> (Tuition Fees) | D.D.C., No. 1:20-cv-01141 |
| <i>In re Canon U.S.A. Data Breach Litigation</i> | E.D.N.Y., No. 1:20-cv-06239 |
| <i>Patterson et al. v. DPP II LLC et al.</i> (Data Breach) | Dist. Ct of Dallas Cnty., Tex., No. DC-23-01733 |
| <i>In re Hyundai and Kia Engine Litigation II</i> | C.D. Cal, No. 8:18-cv-02223 |
| <i>Perez et al. v. Discover Bank</i> (Alienage & Immigration Status Discrimination - Civil Rights for Loans) | N.D. Cal., No. 3:20-cv-06896 |
| <i>In re Google Location History Litigation</i> | N.D. Cal., No. 5:18-cv-05062 |
| <i>Finn and Contristano v. Empress Ambulance Services, Inc.</i> (Data Breach) | Sup. Ct. N.Y., Cnty. of Westchester, No. 61058/2023 |
| <i>Ward-Howie v. Frontwave Credit Union</i> (Bank Fees) | Sup. Ct. Cal. San Diego Cnty., Cal., No. 37-2022-00016328 |
| <i>Morrow et al. v. Navy Federal Credit Union</i> (Bank Fees) | E.D. Va., No. 1:21-cv-00722 |
| <i>In re Goodman Campbell Brain and Spine Data Incident Litigation</i> | Ind. Comm. Ct., No. 49D01-2207-PL-024807 |
| <i>Healy et al. v. Reiter Affiliated Companies, LLC</i> (Data Breach) | Sup. Ct. Cal., Cnty. of Monterey, No. 22-cv-003056 |
| <i>Wells Fargo Bank, N.A. v. Agak</i> (Bank Fees) | Sup. Ct. Cnty. of Ventura, Cal., No. 56-2017-00500587-CL-CL-VTA |

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| Case Name | Court & Case No. |
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| <i>Crema v. Apple Inc. and Apple Canada Inc.</i> (Apple iPhone 6, 6 Plus, 6s, 6s Plus, SE, 7 or 7 Plus Smartphone, iPhone Power Management Settlement; Product Defect) | Sup. Ct. of B.C., No. S188008 |
| <i>Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital</i> (Data Breach) | N.D. Tex., No. 5:23-cv-00036 |
| <i>Hu et al. v. BMW of North America LLC et al.</i> (Product Liability Auto Emissions) | D.N.J., No. 2:18-cv-04363 |
| <i>Williams et al. v. Tallahassee Memorial Healthcare, Inc.</i> (Data Breach) | 2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430 |
| <i>Doe v. Lima Memorial Hospital et al.</i> (Pixel) | Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490 |
| <i>Mikulecky et al. v. Lutheran Social Services of Illinois</i> (Data Breach) | Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895 |
| <i>In re Lipitor Antitrust Litigation</i> (End Payors - TPPs & Consumers) (Antitrust) | D.N.J., No. 3:12-cv-2389; MDL 2332 |
| <i>In re American Financial Resources, Inc. Data Breach Litigation</i> | D.N.J., No. 2:22-cv-01757 |
| <i>Lemar Agnew v. Foris DAX, Inc. d/b/a Crypto.com</i> (Cryptocurrency BIPA) | Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435 |
| <i>Domitrovich et al. v. M.C. Dean, Inc.</i> (Data Breach) | E.D. Vir., No. 1:23-cv-00210 |
| <i>Moradpour v. Velodyne Lidar, Inc. et al.</i> (Securities) | N.D. Cal., No. 3:21-cv-01486 |
| <i>Guy et al. v. Convergent Outsourcing, Inc.</i> (Data Breach) | W.D. Wash., No. 2:22-cv-01558 |
| <i>Briscoe et al. v. First Financial Credit Union</i> (Data Breach) | 2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974 |
| <i>Niewinski et al. v. State Farm Life Insurance Company et al.</i> (Universal Life Insurance Policies) | W.D. Mo., No. 23-04159-CV |
| <i>Sherwood et al. v. Horizon Actuarial Services, LLC</i> (Data Breach) | N.D. Ga., No. 1:22-cv-01495 |
| <i>Prescott et al. v. Reckitt Benckiser LLC</i> (False Advertising) | N.D. Cal, No. 5:20-cv-02101 |
| <i>Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare</i> (Data Breach) | Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23 |
| <i>In re Waste Management Data Breach Litigation</i> | S.D. N.Y., No. 1:21-cv-06199 |
| <i>Medina et al. v. PracticeMax, Inc.</i> (Data Breach) | D. Ariz., No. CV-22-01261 |
| <i>Cavanaugh et al. v. Grenville Christian College et al.</i> | Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00 |
| <i>Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A.</i> (Data Breach) | M.D. Tenn., No. 3:23-cv-00598 |
| <i>Sayas et al. v. Biometric Impressions Corp.</i> (BIPA) | Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201 |
| <i>Nimsey v. Tinker Federal Credit Union</i> (Overdraft Fees) | Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084 |
| <i>Fiorentino v. Flosports, Inc.</i> (VPPA) | D. Mass., No. 1:22-cv-11502 |
| <i>Nielsen v. Walt Disney Parks and Resorts U.S., Inc.</i> , (Consumer False Advertising) | C.D. Cal, No. 8:21-cv-02055 |

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| Case Name | Court & Case No. |
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| <i>Mayheu et al. v. Chick-fil-A Inc. (Delivery Fees & Menu Prices)</i> | Sup. Ct. Fulton Cnty., Ga., No.2022CV365400 |
| <i>Arevalo et al. v. USAA Casualty Insurance Company et al. (Consumer)</i> | Dist. Ct., Bexar County, Tex. 285th Jud. Dist, No. 202-CI-16240 |
| <i>In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District</i> | N.D. Cal., No. 3:21-md-02996-CRB |
| <i>In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision</i> | N.D. Cal., No. 3:21-md-02996-CRB |
| <i>Beasley et al. v. TTEC Services Corporation; Anderson v. TTEC Services Corporation (Data Breach)</i> | D. Col, No. 22-cv-00097; No. 22-cv-00347 |
| <i>In re PFA Insurance Marketing Litigation</i> | N.D. Cal, No. 4:18-cv-03771 YGR |
| <i>Stauber v. Sudler Property Management (Data Breach)</i> | 18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill, No. 2023LA000411 |
| <i>In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness et al. (Health Net)</i> | N.D. Cal., MDL 3002, No. 5:21-CV-01155; 5:21-cv-03322-EJD |
| <i>Roberts et al. v. Zuora Inc. et al. (Securities)</i> | N.D. Cal., No. 3:19-cv-03422 |
| <i>Black v. USAA Casualty Insurance (Auto Insurance)</i> | N.D. Ga., No. 1:21-cv-01363 |
| <i>Alexander et al. v. Salud Family Health, Inc.</i> | 19th Dist. Ct. Greeley Cnty., Col., No. 2023CV030580 |
| <i>Jackson et al. v. Fandango Media, LLC (VPPA)</i> | 18 th Jud. Cir. Ct. Dupage Cnty., Ind., No. 2023LA000631 |
| <i>In re Cattle and Beef Antitrust Litigation</i> | D.Minn., No. 22-3031 |
| <i>Ross et al. v. Panda Restaurant Group, Inc.</i> | Sup. Ct. Cal., Cnty of Los Angeles, No. 21STCV03662 |
| <i>Fernandez et al. v. 90 Degree Benefits Wisconsin et al.</i> | E.D. Wis., No. 2:22-cv-00799 |
| <i>Gudgel et al. v. Reynolds Consumer Products, Inc. et al.</i> | Cir. Ct. 19th Jud. Cir., Lake Cnty, Ill., No. 23LA00000486 |
| <i>Julien et al. v. Cash Express, LLC (Data Breach)</i> | Cir. Ct. Putnam Cnty., Tenn., No. 2022-CV-221 |
| <i>Sharma et al. v. Accutech Systems Corporation (Data Breach)</i> | Cir. Ct. 2, Del. Cnty, Ind., No. 18C02-2210-CT-000135 |
| <i>Young et al. v. Military Advantage, Inc. d/b/a Military.com</i> | 18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00535 |
| <i>Lukens v. Utah Imaging Associates, Inc.</i> | 3 rd Dist. Ct., Salt Lake Cnty., Utah, No. 210906618 |
| <i>Miranda v. Xavier University (Tuition)</i> | S.D. Ohio, No. 1:20-cv-00539 |
| <i>Holly Wedding et al. vs. California Public Employees' Retirement System et al. (Calpers II Settlement)</i> | Sup. Ct. Cnty of Los Angeles, Cal., No. BC517444 |
| <i>Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Yulee (Florida Telephone Solicitation Act)</i> | 11th Jud. Cir. Ct. Miami-Dade Cnty., Fla., No. 2023-001405-CA-01 |
| <i>Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company (Property and Casualty Insurance)</i> | Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla., No. 21-CA-002738 |
| <i>Perry v. Schnuck Markets, Inc. (Consumer Product)</i> | Cir. Ct. City of St. Louis, Mo., No. 2022-CC10425 |

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| Case Name | Court & Case No. |
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| <i>Gold et al. v. New York Life Insurance Co. et al.</i> (FLSA Wage / Overtime) | Sup. Ct. N.Y., Cnty of New York, No. 653923/2012 |
| <i>Banks et al. v. Allstate Fire & Casualty Insurance Company</i> (Auto Insurance PIP) | M.D. Penn., No. 19-cv-01617 |
| <i>Dyck v. Tahoe Resources, Inc.</i> (Securities) | Sup. Ct. of Justice – Ontario, No. CV-18-00606411-00CP |
| <i>Ambrose et al. v. Boston Globe Media Partners, LLC.</i> (VPPA) | D. Mass., No. 1:22-cv-10195 |
| <i>King et al. v. PeopleNet Corporation</i> (Undisclosed Data Collection) | Cir. Ct. Cook Cnty., Ill., No. 2021-CH-01602 |
| <i>South et al. v. Progressive Select Insurance Company</i> (Automobile Total Loss) | S.D.Fla., No. 19-21760-CIV |
| <i>Paris et al. v. Progressive American Insurance Company et al.</i> (Automobile Total Loss) | S.D.Fla., No. 19-21761-CIV |
| <i>Silva et al. v. Connected Investors, Inc.</i> (TCPA) | E.D.N.C., No. 7:21-cv-00074 |
| <i>In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i> (Juul and Altria Settlements) | N.D. Cal., No. 19-md-02913 |
| <i>Dusko v. Delta Airlines, Inc.</i> (Airline Ticket Refunds) | N.D. Ga., 1:20-cv-01664 |
| <i>Rogowski et al. v. State Farm Life Insurance Company et al.</i> (Whole Life or Universal Life Insurance) | W.D. Mo., No. 4:22-cv-00203 |
| <i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown</i> (TCPA) | W.D.N.Y., No. 1:22-cv-00309 |
| <i>In re Hyundai and Kia Engine Litigation II</i> | C.D. Cal., No. 8:18-cv-02223 |
| <i>In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i> | S.D. Ind., No. 3:21-cv-00007 |
| <i>Meier v. Prosperity Bank</i> (Bank Fees & Overdraft) | 239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV |
| <i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al.</i> (Auto Insurance Claims Sales Tax) | S.D. Ohio, No. 1:20-cv-00668 |
| <i>Checchia v. Bank of America, N.A.</i> (Bank Fees) | E.D. Penn., No. 2:21-cv-03585 |
| <i>McCullough v. True Health New Mexico, Inc.</i> (Data Breach) | 2nd Dist. Ct, N.M., No. D-202-CV-2021-06816 |
| <i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al.</i> (Swiss Franc LIBOR-Based Derivatives) | S.D.N.Y., No. 1:15-cv-00871 |
| <i>Duggan et al. v. Wings Financial Credit Union</i> (Bank Fees) | Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163 |
| <i>Miller v. Bath Saver, Inc. et al.</i> (TCPA) | M.D. Penn., No. 1:21-cv-01072 |
| <i>Chapman v. Insight Global LLC.</i> (Data Breach) | M.D. Penn., No. 1:21-cv-00824 |
| <i>Thomsen et al. v. Morley Cos., Inc.</i> (Data Breach) | E.D. Mich., No. 1:22-cv-10271 |
| <i>Walker v Highmark BCBSD Health</i> (TCPA) | W.D. Penn., No. 20-cv-01975 |
| <i>In re Scripps Health Data Incident Litigation</i> (Data Breach) | Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103 |
| <i>In re Robinhood Outage Litigation</i> (Trading Outage) | N.D. Cal., No. 3:20-cv-01626 |

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| <i>Dickens et al. v. Thinx, Inc.</i> (Consumer Product) | S.D.N.Y., No. 1:22-cv-04286 |
| <i>Service et al. v. Volkswagen Group of America et al.</i> (Data Breach) | Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841 |
| <i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company</i> (Automobile Total Loss) | S.D. Fla., No. 19-cv-21761 & 19-cv-21760 |
| <i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.</i> (Data Breach) | S.D. Fla., No. 21-cv-61275 |
| <i>Rivera v. IH Mississippi Valley Credit Union</i> (Overdraft) | Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299 |
| <i>Guthrie v. Service Federal Credit Union</i> (Overdraft) | Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160 |
| <i>Churchill et al. v. Bangor Savings Bank</i> (Overdraft) | Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027 |
| <i>Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana</i> (Medical Insurance) | 27th Jud. D. Ct. La., No. 16-C-3647 |
| <i>Brower v. Northwest Community Credit Union</i> (Bank Fees) | Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608 |
| <i>Kent et al. v. Women's Health USA, Inc. et al.</i> (IVF Antitrust Pricing) | Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S |
| <i>In re U.S. Office of Personnel Management Data Security Breach Litigation</i> | D.D.C., No. MDL No. 2664, 15-cv-01394 |
| <i>In re fairlife Milk Products Marketing and Sales Practices Litigation</i> (False Labeling & Marketing) | N.D. Ill., No. MDL No. 2909, No. 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</i> (False Advertising) | W.D. Mo., No. 20-cv-00889 |
| <i>Callen v. Daimler AG and Mercedes-Benz USA, LLC</i> (Interior Trim) | N.D. Ga., No. 1:19-cv-01411 |
| <i>In re Disposable Contact Lens Antitrust Litigation</i> (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies) | M.D. Fla., No. 3:15-md-02626 |
| <i>Ford et al. v. [24]7.ai, Inc.</i> (Data Breach - Best Buy Data Incident) | N.D. Cal., MDL No. 2863, No. 5:18-cv-02770 |
| <i>In re Takata Airbag Class Action Settlement - Australia Settlement</i> <i>Louise Haselhurst v. Toyota Motor Corporation Australia Limited</i> <i>Kimley Whisson v. Subaru (Aust) Pty Limited</i> <i>Akuratiya Kularathne v. Honda Australia Pty Limited</i> <i>Owen Brewster v. BMW Australia Ltd</i> <i>Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited</i> <i>Camilla Coates v. Mazda Australia Pty Limited</i> | Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244 |
| <i>In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)</i> (Smithfield Foods, Inc.) | D. Minn., No. 0:18-cv-01776 |
| <i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.</i> (Biometrics) | Cir. Ct. of McLean Cnty., Ill., No. 2020L31 |
| <i>In re Capital One Consumer Data Security Breach Litigation</i> | E.D. Va., MDL No. 2915, No. 1:19-md-02915 |
| <i>Aseltine v. Chipotle Mexican Grill, Inc.</i> (Food Ordering Fees) | Cir. Ct. Cal. Alameda Cnty., No. RG21088118 |

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| <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>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i> | N.D. Cal., No. 5:21-cv-01887 |
| <i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i> | Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559 |
| <i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i> | N.D. Tex., No. 3:20-cv-03424 |
| <i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i> | Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628 |
| <i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i> | C.D. Cal., No. 8:21-cv-00621 |
| <i>Abramson v. Safe Streets USA LLC (TCPA)</i> | E.D.N.C., No. 5:19-cv-00394 |
| <i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i> | M.D. Fla., No. 8:20-cv-01798 |
| <i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i> | 4th Jud. Dist. Ct. Minn., No. 27-cv-11786 |
| <i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i> | C.D. Cal., No. 5:19-cv-02456 |
| <i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i> | Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875 |
| <i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i> | E.D. Va., No. 3:22-cv-00055 |
| <i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i> | E.D. Va., No. 3:21-cv-00019 |
| <i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i> | N.D. Ill., No. 1:18-cv-02068 |
| <i>Fallis et al. v. Gate City Bank (Overdraft)</i> | East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007 |
| <i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i> | Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444 |
| <i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i> | C.D. Cal., No. 2:18-cv-03019 |

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| <i>Wallace v. Wells Fargo</i> (Overdraft Fees on Uber and Lyft One-Time Transactions) | Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775 |
| <i>In re Turkey Antitrust Litigations</i> (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) <i>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</i> (Retry Bank Fees) | D. Alaska, No. 3:19-cv-00229 |
| <i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc.</i> (My Little Steamer) | E.D.N.Y., No. 1:18-cv-07124 |
| <i>In re Pork Antitrust Litigation</i> (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings) | D. Minn., No. 0:18-cv-01776 |
| <i>Lozano v. CodeMetro Inc.</i> (Data Breach) | Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701 |
| <i>Yamagata et al. v. Reckitt Benckiser LLC</i> (Schiff Move Free® Advanced Glucosamine Supplements) | N.D. Cal., No. 3:17-cv-03529 |
| <i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership</i> (TCPA) | M.D. Fla., No. 8:13-cv-01592 |
| <i>Thompson et al. v. Community Bank, N.A.</i> (Overdraft) | N.D.N.Y., No. 8:19-cv-00919 |
| <i>Bleachtech L.L.C. v. United Parcel Service Co.</i> (Declared Value Shipping Fees) | E.D. Mich., No. 2:14-cv-12719 |
| <i>Silveira v. M&T Bank</i> (Mortgage Fees) | 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.</i> (OCTA Settlement - Collection & Sharing of Personally Identifiable Information) | C.D. Cal., No. 8:16-cv-00262 |
| <i>In re Toll Roads Litigation</i> (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information) | C.D. Cal., No. 8:16-cv-00262 |
| <i>Pearlstone v. Wal-Mart Stores, Inc.</i> (Sales Tax) | C.D. Cal., No. 4:17-cv-02856 |
| <i>Zanca et al. v. Epic Games, Inc.</i> (Fortnite or Rocket League Video Games) | 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.</i> (Weighted Goods Pricing) | S.D. Fla., No. 1:19-cv-20592 |
| <i>Grace v. Apple, Inc.</i> (Apple iPhone 4 and iPhone 4S Devices) | 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</i> (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies) | M.D. Fla., No. 3:15-md-02626 |
| <i>Morris v. Provident Credit Union</i> (Overdraft) | Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616 |
| <i>Pennington v. Tetra Tech, Inc. et al.</i> (Property) | N.D. Cal., No. 3:18-cv-05330 |
| <i>Maldonado et al. v. Apple Inc. et al.</i> (Apple Care iPhone) | N.D. Cal., No. 3:16-cv-04067 |

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| <i>UFCW & Employers Benefit Trust v. Sutter Health et al.</i> (Self-Funded Payors) | Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398 |
| <i>Fitzhenry v. Independent Home Products, LLC</i> (TCPA) | D.S.C., No. 2:19-cv-02993 |
| <i>In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i> | C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223 |
| <i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i> | D.N.J., No. 18-cv-13556 |
| <i>Bautista v. Valero Marketing and Supply Company</i> | N.D. Cal., No. 3:15-cv-05557 |
| <i>Richards et al. v. Chime Financial, Inc.</i> (Service Disruption) | N.D. Cal., No. 4:19-cv-06864 |
| <i>In re Health Insurance Innovations Securities Litigation</i> | M.D. Fla., No. 8:17-cv-02186 |
| <i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health</i> (Data Breach) | W.D. Wis., No. 18-cv-00327 |
| <i>Smith v. Costa Del Mar, Inc.</i> (Sunglasses Warranty) | M.D. Fla., No. 3:18-cv-01011 |
| <i>Al's Discount Plumbing et al. v. Viega, LLC</i> (Building Products) | M.D. Pa., No. 19-cv-00159 |
| <i>Rose v. The Travelers Home and Marine Insurance Company et al.</i> | E.D. Pa., No. 19-cv-00977 |
| <i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i> | Sup. Ct. 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</i> (TCPA) | S.D. Ala., No. 1:19-cv-00563 |
| <i>In re Libor-Based Financial Instruments Antitrust Litigation</i> | S.D.N.Y., MDL No. 2262, No. 1:11-md-2262 |
| <i>Izor v. Abacus Data Systems, Inc.</i> (TCPA) | N.D. Cal., No. 19-cv-01057 |
| <i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i> | D. Ore., No. 3:16-cv-00580 |
| <i>In re Wells Fargo Collateral Protection Insurance Litigation</i> | C.D. Cal., No. 8:17-ml-02797 |
| <i>In re Roman Catholic Diocese of Harrisburg</i> | Bank. Ct. M.D. Pa., No. 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</i> (Overdraft) | Cir. Ct. of First Cir. Haw., No. 17-1-0167-01 |
| <i>Burch v. Whirlpool Corporation</i> | W.D. Mich., No. 1:17-cv-00018 |
| <i>Armon et al. v. Washington State University</i> (Data Breach) | Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0 |
| <i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i> | S.D. Fla., No. 17-cv-23033 |
| <i>Prather v. Wells Fargo Bank, N.A.</i> (TCPA) | N.D. Ill., No. 1:17-cv-00481 |

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| <i>Cook et al. v. South Carolina Public Service Authority et al.</i> | Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675 |
| <i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i> | 30th Jud. Dist. Tenn., No. CH-13-04871-1 |
| <i>Coffeng et al. v. Volkswagen Group of America, Inc.</i> | N.D. Cal., No. 17-cv-01825 |
| <i>Audet et al. v. Garza et al.</i> | D. Conn., No. 3:16-cv-00940 |
| <i>In re Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i> | M.D. Fla., No. 3:15-md-02626 |
| <i>Hyder et al. v. Consumers County Mutual Insurance Company</i> | D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596 |
| <i>Fessler v. Porcelana Corona De Mexico, S.A. DE 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 |
| <i>Liggio v. Apple Federal Credit Union</i> | E.D. Va., No. 1:18-cv-01059 |
| <i>Garcia v. Target Corporation (TCPA)</i> | D. Minn., No. 16-cv-02574 |
| <i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i> | N.D. Ill., No. 1:18-cv-01061 |
| <i>McKinney-Drobnis et al. v. Massage Envy Franchising</i> | N.D. Cal., No. 3:16-cv-06450 |
| <i>In re Optical Disk Drive Products Antitrust Litigation</i> | N.D. Cal., MDL No. 2143, No. 3:10-md-02143 |
| <i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE 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 |
| <i>Grayson et al. v. General Electric Company (Microwaves)</i> | D. Conn., No. 3:13-cv-01799 |
| <i>Behfarin v. Pruco Life Insurance Company et al.</i> | C.D. Cal., No. 17-cv-05290 |
| <i>Lashambae v. Capital One Bank, N.A. (Overdraft)</i> | E.D.N.Y., No. 1:17-cv-06406 |
| <i>Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)</i> | S.D. Cal., No. 3:15-cv-01394 |
| <i>Cox et al. v. Ametek, Inc. et al. (Toxic Leak)</i> | S.D. Cal., No. 3:17-cv-00597 |
| <i>Pirozzi et al. v. Massage Envy Franchising, LLC</i> | E.D. Mo., No. 4:19-cv-00807 |
| <i>Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)</i> | Sup. Ct. Cal., No. GCG-16-553758 |
| <i>In re FCA US LLC Monostable Electronic Gearshift Litigation</i> | E.D. Mich., MDL No. 2744 & No. 16-md-02744 |

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| <i>Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re Checking Account Overdraft</i> | S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036 |
| <i>Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company</i> | Sup. Ct. Cal., No. BC 579498 |
| <i>In re Renovate America Finance Cases (Tax Assessment Financing)</i> | Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940 |
| <i>Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)</i> | N.D. Ill., No. 1:18-cv-07400 |
| <i>Skochin et al. v. Genworth Life Insurance Company et al.</i> | E.D. Va., No. 3:19-cv-00049 |
| <i>Walters et al. v. Target Corp. (Overdraft)</i> | S.D. Cal., No. 3:16-cv-01678 |
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| <i>Waldrup v. Countrywide Financial Corporation et al.</i> | C.D. Cal., No. 2:13-cv-08833 |
| <i>Burrow et al. v. Forjas Taurus S.A. et al.</i> | S.D. Fla., No. 1:16-cv-21606 |
| <i>Henrikson v. Samsung Electronics Canada Inc.</i> | Ontario Super. Ct., No. 2762-16cp |
| <i>In re Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i> | E.D. Pa., No. 2:09-md-02034 |
| <i>Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.</i> | Ct. of Com. Pleas., S.C., No. 2017-CP-25-335 |
| <i>Rabin v. HP Canada Co. et al.</i> | Quebec Ct., Dist. of Montreal, No. 500-06-000813-168 |
| <i>Di Filippo v. The Bank of Nova Scotia et al. (Gold Market Instrument)</i> | Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP |
| <i>Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)</i> | C.D. Cal., No. 5:15-cv-02190 |
| <i>Adlouni v. UCLA Health Systems Auxiliary et al.</i> | Sup. Ct. Cal., No. BC589243 |
| <i>Lloyd et al. v. Navy Federal Credit Union</i> | S.D. Cal., No. 17-cv-01280 |
| <i>Luib v. Henkel Consumer Goods Inc.</i> | E.D.N.Y., No. 1:17-cv-03021 |
| <i>McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.</i> | Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBC. 1284 or 2015 |
| <i>In re HP Printer Firmware Update Litigation</i> | N.D. Cal., No. 5:16-cv-05820 |
| <i>In re Dealer Management Systems Antitrust Litigation</i> | N.D. Ill., MDL No. 2817, No. 18-cv-00864 |
| <i>Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of In re Checking Account Overdraft</i> | E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036 |
| <i>Naiman v. Total Merchant Services, Inc. et al. (TCPA)</i> | N.D. Cal., No. 4:17-cv-03806 |
| <i>In re Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i> | Sup. Ct. of Maricopa Ariz., No. CV2016-013446 |
| <i>Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)</i> | N.D. Cal., No. 3:16-cv-05387 |

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| <i>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</i> | S.D.N.Y., No. 15-cv-09924 |
| <i>Tashica Fulton-Green et al. v. Accolade, Inc.</i> | E.D. Pa., No. 2:18-cv-00274 |
| <i>In re Community Health Systems, Inc. Customer Data Security Breach Litigation</i> | N.D. Ala., MDL No. 2595, No. 2:15-cv-00222 |
| <i>Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.</i> | S.D. Tex., No. 4:17-cv-03852 |
| <i>Cowen v. Lenny & Larry's Inc.</i> | N.D. Ill., No. 1:17-cv-01530 |
| <i>Martin v. Trott (MI - Foreclosure)</i> | E.D. Mich., No. 2:15-cv-12838 |
| <i>Knapper v. Cox Communications, Inc. (TCPA)</i> | D. Ariz., No. 2:17-cv-00913 |
| <i>Dipuglia v. US Coachways, Inc. (TCPA)</i> | S.D. Fla., No. 1:17-cv-23006 |
| <i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)</i> | N.D. Cal., No. 3:16-cv-05486 |
| <i>First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.</i> | S.D. Ill., No. 3:13-cv-00454 |
| <i>Raffin v. Medicredit, Inc. et al.</i> | C.D. Cal., No. 15-cv-04912 |
| <i>Gergetz v. Telenav, Inc. (TCPA)</i> | N.D. Cal., No. 5:16-cv-04261 |
| <i>Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)</i> | M.D. Tenn., No. 3:14-cv-01707 |
| <i>Underwood v. Kohl's Department Stores, Inc. et al.</i> | E.D. Pa., No. 2:15-cv-00730 |
| <i>Surrett et al. v. Western Culinary Institute et al.</i> | Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530 |
| <i>Watson v. Bank of America Corporation et al.;</i> <i>Bancroft-Snell et al. v. Visa Canada Corporation et al.;</i> <i>Bakopoulos v. Visa Canada Corporation et al.;</i> <i>Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.;</i> <i>Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</i> | Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013 |
| <i>In re Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)</i> | S.D. Fla., MDL No. 2599 |
| <i>Vergara et al., v. Uber Technologies, Inc. (TCPA)</i> | N.D. Ill., No. 1:15-cv-06972 |
| <i>In re Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)</i> | S.D. Fla., MDL No. 2599 |
| <i>In re Takata Airbag Products Liability Litigation (OEM – Ford)</i> | S.D. Fla., MDL No. 2599 |
| <i>Poseidon Concepts Corp. et al. (Canadian Securities Litigation)</i> | Ct. of QB of Alberta, No. 1301-04364 |
| <i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i> | C.D. Cal., No. 8:14-cv-02011 |
| <i>Hale v. State Farm Mutual Automobile Insurance Company et al.</i> | S.D. Ill., No. 3:12-cv-00660 |

Legal Noticing Cases

| Case Name | Court & Case No. |
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| <i>Farrell v. Bank of America, N.A. (Overdraft)</i> | S.D. Cal., No. 3:16-cv-00492 |
| <i>In re Windsor Wood Clad Window Products Liability Litigation</i> | E.D. Wis., MDL No. 2688, No. 16-md-02688 |
| <i>Wallace et al. v. Monier Lifetile LLC et al.</i> | Sup. Ct. Cal., No. SCV-16410 |
| <i>In re Parking Heaters Antitrust Litigation</i> | E.D.N.Y., No. 15-MC-00940 |
| <i>Pantelyat et al. v. Bank of America, N.A. et al. (Overdraft / Uber)</i> | S.D.N.Y., No. 16-cv-08964 |
| <i>Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)</i> | C.D. Cal., No. 2:13-cv-00686 |
| <i>Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)</i> | S.D.N.Y., No. 14-cv-07126 |
| <i>Larson v. John Hancock Life Insurance Company (U.S.A.)</i> | Sup. Ct. Cal., No. RG16813803 |
| <i>Larey v. Allstate Property and Casualty Insurance Company</i> | W.D. Kan., No. 4:14-cv-04008 |
| <i>Orlander v. Staples, Inc.</i> | S.D.N.Y., No. 13-cv-00703 |
| <i>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</i> | S.D. Fla., No. 1:17-cv-22967 |
| <i>Gordon et al. v. Amadeus IT Group, S.A. et al.</i> | S.D.N.Y., No. 1:15-cv-05457 |
| <i>Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.</i> | S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311 |
| <i>Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.</i> | E.D. Pa., No. 2:14-cv-04464 |
| <i>Mahoney v. TT of Pine Ridge, Inc.</i> | S.D. Fla., No. 9:17-cv-80029 |
| <i>Ma et al. v. Harmless Harvest Inc. (Coconut Water)</i> | E.D.N.Y., No. 2:16-cv-07102 |
| <i>Reilly v. Chipotle Mexican Grill, Inc.</i> | S.D. Fla., No. 1:15-cv-23425 |
| <i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i> | D. Puerto Rico, No. 17-cv-04780 |
| <i>In re Syngenta Litigation</i> | 4th Jud. Dist. Minn., No. 27-cv-15-3785 |
| <i>T.A.N. v. PNI Digital Media, Inc.</i> | S.D. Ga., No. 2:16-cv-00132 |
| <i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i> | N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938 |
| <i>McKnight et al. v. Uber Technologies, Inc. et al.</i> | N.D. Cal., No. 14-cv-05615 |
| <i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i> | S.D. Fla., No. 9:16-cv-81911 |
| <i>Farnham v. Caribou Coffee Company, Inc. (TCPA)</i> | W.D. Wis., No. 16-cv-00295 |
| <i>Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)</i> | Ohio C.P., No. 11CV000090 |
| <i>Morton v. Greenbank (Overdraft Fees)</i> | 20th Jud. Dist. Tenn., No. 11-135-IV |

Legal Noticing Cases

| Case Name | Court & Case No. |
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| <i>Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.</i> (Overdraft Fees) | Dist. Ct. Okla., No. CJ-2015-00859 |
| <i>Klug v. Watts Regulator Company</i> (Product Liability) | D. Neb., No. 8:15-cv-00061 |
| <i>Bias v. Wells Fargo & Company et al.</i> (Broker's Price Opinions) | N.D. Cal., No. 4:12-cv-00664 |
| <i>Greater Chautauqua Federal Credit Union v. Kmart Corp. et al.</i> (Data Breach) | N.D. Ill., No. 1:15-cv-02228 |
| <i>Hawkins v. First Tennessee Bank, N.A. et al.</i> (Overdraft Fees) | 13th Jud. Cir. Tenn., No. CT-004085-11 |
| <i>In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation</i> (Bosch Settlement) | N.D. Cal., MDL No. 2672 |
| <i>In re HSBC Bank USA, N.A.</i> | Sup. Ct. N.Y., No. 650562/11 |
| <i>Glasko v. Independent Bank Corporation</i> (Overdraft Fees) | Cir. Ct. Mich., No. 13-009983 |
| <i>MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company</i> | 11th Jud. Cir. Fla, No. 15-27940-CA-21 |
| <i>In re Lithium Ion Batteries Antitrust Litigation</i> | N.D. Cal., MDL No. 2420, No. 4:13-md-02420 |
| <i>Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.</i> | S.D. Fla., No. 14-cv-23120 |
| <i>Small v. BOKF, N.A.</i> | D. Colo., No. 13-cv-01125 |
| <i>Forgione v. Webster Bank N.A.</i> (Overdraft Fees) | Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S |
| <i>Swift v. BancorpSouth Bank, as part of In re Checking Account Overdraft</i> | N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036 |
| <i>Whitton v. Deffenbaugh Industries, Inc. et al.</i> <i>Gary, LLC v. Deffenbaugh Industries, Inc. et al.</i> | D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634 |
| <i>In re Citrus Canker Litigation</i> | 11th Jud. Cir., Fla., No. 03-8255 CA 13 |
| <i>In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i> | D.N.J., MDL No. 2540 |
| <i>In re Shop-Vac Marketing and Sales Practices Litigation</i> | M.D. Pa., MDL No. 2380 |
| <i>Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.</i> | 27th Jud. D. Ct. La., No. 12-C-1599 |
| <i>Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.</i> | 27th Jud. D. Ct. La., No. 13-C-5380 |
| <i>Russell Minoru Ono v. Head Racquet Sports USA</i> | C.D. Cal., No. 2:13-cv-04222 |
| <i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i> | 27th Jud. D. Ct. La., No. 13-C-3212 |
| <i>Gattinella v. Michael Kors (USA), Inc. et al.</i> | S.D.N.Y., No. 14-cv-05731 |
| <i>In re Energy Future Holdings Corp. et al.</i> (Asbestos Claims Bar Notice) | Bankr. D. Del., No. 14-10979 |
| <i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i> | Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00 |
| <i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i> | N.D. Ill., No. 1:12-cv-02871 |

Legal Noticing Cases

| Case Name | Court & Case No. |
|---|---|
| <i>Steen v. Capital One, N.A.</i> , as part of <i>In re Checking Account Overdraft</i> | E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036 |
| <i>Childs et al. v. Synovus Bank et al.</i> , as part of <i>In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i> | 12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC |
| <i>In re MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i> | D.S.C., MDL No. 2333 |
| <i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank</i> , as part of <i>In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Scharfstein v. BP West Coast Products, LLC</i> | Ore. Cir., Cnty. of Multnomah, No. 1112-17046 |
| <i>Smith v. City of New Orleans</i> | Civil D. Ct., Parish of Orleans, La., No. 2005-05453 |
| <i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i> | N.D. Cal., No. 11-cv-06700 |
| <i>Gulbankian et al. v. MW Manufacturers, Inc.</i> | D. Mass., No. 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</i> , as part of <i>In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>In re Plasma-Derivative Protein Therapies Antitrust Litigation</i> | N.D. Ill., No. 09-cv-07666 |
| <i>Simpson v. Citizens Bank (Overdraft Fees)</i> | E.D. Mich., No. 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.</i> , as part of <i>In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>McGann et al., v. Schnuck Markets, Inc. (Data Breach)</i> | Mo. Cir. Ct., No. 1322-CC00800 |
| <i>Rose v. Bank of America Corporation et al. (TCPA)</i> | N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400 |
| <i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i> | M.D. Pa., No. 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>Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)</i> | Ark. Cir. Ct., No. 60CV03-4661 |
| <i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i> | Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056 |

Legal Noticing Cases

| Case Name | Court & Case No. |
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| <i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i> | 27th Jud. D. Ct. La., No. 09-C-5244-C |
| <i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i> | 27th Jud. D. Ct. La., No. 12-C-1599-C |
| <i>Evans et al. v. TIN, Inc. et al. (Environmental)</i> | E.D. La., No. 2:11-cv-02067 |
| <i>Casayuran v. PNC Bank, as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Anderson v. Compass Bank, as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Eno v. M & I Marshall & Ilsley Bank as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Blahut v. Harris, N.A., as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>In re Zurn Pex Plumbing Products Liability Litigation</i> | D. Minn., MDL No. 1958, No. 08-md-1958 |
| <i>Saltzman v. Pella Corporation (Building Products)</i> | N.D. Ill., No. 06-cv-04481 |
| <i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i> | E.D.N.Y., MDL No. 1720, No. 05-md-01720 |
| <i>RBS v. Citizens Financial Group, Inc., as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Gessele et al. v. Jack in the Box, Inc.</i> | D. Ore., No. 3:10-cv-00960 |
| <i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i> | E.D. La., No. 05-cv-04191 |
| <i>Marolda v. Symantec Corporation (Software Upgrades)</i> | N.D. Cal., No. 3:08-cv-05701 |
| <i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)</i> | E.D. La., MDL No. 2179 |
| <i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)</i> | E.D. La., MDL No. 2179 |
| <i>Opelousas General Hospital Authority v. FairPay Solutions</i> | 27th Jud. D. Ct. La., No. 12-C-1599-C |
| <i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i> | Ont. Super. Ct., No. 00-cv-192059 CP |
| <i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i> | Sup. Ct. Cal., No. RIC 1101391 |
| <i>Case v. Bank of Oklahoma, as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Harris v. Associated Bank, as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Wolfgeher v. Commerce Bank, as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>McKinley v. Great Western Bank, as part of In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Lawson v. BancorpSouth (Overdraft Fees)</i> | W.D. Ark., No. 1:12-cv-01016 |
| <i>LaCour v. Whitney Bank (Overdraft Fees)</i> | M.D. Fla., No. 8:11-cv-01896 |
| <i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i> | E.D. Pa., No. 2:08-cv-04463 |

Legal Noticing Cases

| Case Name | Court & Case No. |
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| <i>Williams v. S.I.F. Consultants</i> (CorVel Corporation) | 27th Jud. D. Ct. La., No. 09-C-5244-C |
| <i>Sachar v. Iberiabank Corporation</i> , as part of <i>In re Checking Account Overdraft</i> | S.D. Fla., MDL No. 2036 |
| <i>Williams v. Hammerman & Gainer, Inc.</i> (SIF Consultants) | 27th Jud. D. Ct. La., No. 11-C-3187-B |
| <i>Williams v. Hammerman & Gainer, Inc.</i> (Risk Management) | 27th Jud. D. Ct. La., No. 11-C-3187-B |
| <i>Williams v. Hammerman & Gainer, Inc.</i> (Hammerman) | 27th Jud. D. Ct. La., No. 11-C-3187-B |
| <i>Gunderson v. F.A. Richard & Assocs., Inc.</i> (First Health) | 14th Jud. D. Ct. La., No. 2004-002417 |
| <i>Delandro v. County of Allegheny</i> (Prisoner Strip Search) | W.D. Pa., No. 2:06-cv-00927 |
| <i>Mathena v. Webster Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i> | D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036 |
| <i>Vereen v. Lowe's Home Centers</i> (Defective Drywall) | Ga. Super. Ct., No. SU10-cv-2267B |
| <i>Trombley v. National City Bank</i> , as part of <i>In re Checking Account Overdraft</i> | D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036 |
| <i>Schulte v. Fifth Third Bank</i> (Overdraft Fees) | N.D. Ill., No. 1:09-cv-06655 |
| <i>Satterfield v. Simon & Schuster, Inc.</i> (Text Messaging) | N.D. Cal., No. 06-cv-02893 |
| <i>Coyle v. Hornell Brewing Co.</i> (Arizona Iced Tea) | D.N.J., No. 08-cv-02797 |
| <i>Holk v. Snapple Beverage Corporation</i> | D.N.J., No. 3:07-cv-03018 |
| <i>In re Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i> | S.D. Tex., MDL No. 2046 |
| <i>Weiner v. Snapple Beverage Corporation</i> | S.D.N.Y., No. 07-cv-08742 |
| <i>Gunderson v. F.A. Richard & Assocs., Inc.</i> (Cambridge) | 14th Jud. D. Ct. La., No. 2004-002417 |
| <i>Miller v. Basic Research, LLC</i> (Weight-loss Supplement) | D. Utah, No. 2:07-cv-00871 |
| <i>In re Countrywide Customer Data Breach Litigation</i> | W.D. Ky., MDL No. 1998 |
| <i>Boone v. City of Philadelphia</i> (Prisoner Strip Search) | E.D. Pa., No. 05-cv-01851 |
| <i>Little v. Kia Motors America, Inc.</i> (Braking Systems) | N.J. Super. Ct., No. UNN-L-0800-01 |
| <i>Opelousas Trust Authority v. Summit Consulting</i> | 27th Jud. D. Ct. La., No. 07-C-3737-B |
| <i>Steele v. Pergo</i> (Flooring Products) | D. Ore., No. 07-cv-01493 |
| <i>Pavlov v. Continental Casualty Co.</i> (Long Term Care Insurance) | N.D. Ohio, No. 5:07-cv-02580 |
| <i>Dolen v. ABN AMRO Bank N.V.</i> (Callable CD's) | Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493 |
| <i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i> | D.D.C., MDL No. 1796 |
| <i>In re Katrina Canal Breaches Consolidated Litigation</i> | E.D. La., No. 05-cv-04182 |

Attachment 2

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA**

IN RE: KRISPY KREME DATA
SECURITY LITIGATION

Case No. 3:25-cv-00434-MOC-SCR

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Senior Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 600 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Krispy Kreme Doughnut Corporation, 55 federal and state officials (the Attorney General of the United States and the Attorneys

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

General of each of the 50 states, the District of Columbia, Guam, Puerto Rico and the Virgin Islands) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On February 6, 2026, Epiq sent 55 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Priority Mail to 50 officials (the Attorneys General of 46 states, the District of Columbia, Guam, Puerto Rico and the Virgin Islands). As per the direction of the Office of the Alaska, Nevada, New York, and Connecticut Attorneys General, the Notice was sent to the Alaska, Nevada, New York, and Connecticut Attorneys General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Priority Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

a. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**

- Class Action Complaint (filed June 20, 2025); and
- Consolidated Class Action Complaint (filed October 17, 2025).

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

b. Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:

- Postcard Notice (*Exhibit 1 to the Settlement Agreement*);
- Long Form Notice (*Exhibit 2 to the Settlement Agreement*); and
- Claim Form (*Exhibit 3 to the Settlement Agreement*).

c. Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement: The following documents were included:

- Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;
- Memorandum of Law in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Settlement Agreement (*Exhibit A to the Memorandum of Law*);
 - [Proposed] Final Approval Order Granting Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Costs, and Service Awards (*Exhibit 5 to the Settlement Agreement*);
 - Joint Declaration of Interim Co-Lead Class Counsel in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (*Exhibit B to the Memorandum of Law*);
 - Cole & Van Note Firm Resume (*Exhibit A to the Joint Declaration*);
 - Kopelowitz Ostrow P.A. Firm Resume (*Exhibit B to the Joint Declaration*);
 - Milberg PLLC Firm Resume (*Exhibit C to the Joint Declaration*);
 - Wilkerson Justus PLLC Firm Resume (*Exhibit D to the Joint Declaration*); and
- [Proposed] Order Granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement.

- d. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** A geographic analysis of potential Class Members was included on the CD.

I declare under penalty of perjury that the foregoing is true and correct. Executed on February 6, 2026.


KYLE S. BINGHAM

Attachment 1

**CAFA Notice Service List
USPS Priority Mail**

| Appropriate Official | FullName | Address1 | Address2 | City | State | Zip |
|--|-------------------------|--|---------------------------------|----------------|-------|-------|
| Office of the Attorney General | Steve Marshall | 501 Washington Ave | | Montgomery | AL | 36104 |
| Office of the Attorney General | Tim Griffin | 323 Center St | Suite 200 | Little Rock | AR | 72201 |
| Office of the Attorney General | Kris Mayes | 2005 N Central Ave | | Phoenix | AZ | 85004 |
| Office of the Attorney General | CAFA Coordinator | Consumer Protection Section | 455 Golden Gate Ave Suite 11000 | San Francisco | CA | 94102 |
| Office of the Attorney General | Phil Weiser | Ralph L Carr Colorado Judicial Center | 1300 Broadway Fl 10 | Denver | CO | 80203 |
| Office of the Attorney General | Brian Schwalb | 400 6th St NW | | Washington | DC | 20001 |
| Office of the Attorney General | Kathy Jennings | Carvel State Bldg | 820 N French St | Wilmington | DE | 19801 |
| Office of the Attorney General | James Uthmeier | State of Florida | The Capitol PL-01 | Tallahassee | FL | 32399 |
| Office of the Attorney General | Chris Carr | 40 Capitol Square SW | | Atlanta | GA | 30334 |
| Department of the Attorney General | Anne E Lopez | 425 Queen St | | Honolulu | HI | 96813 |
| Iowa Attorney General | Brenna Bird | Hoover State Office Building | 1305 E Walnut St | Des Moines | IA | 50319 |
| Office of the Attorney General | Raul Labrador | 700 W Jefferson St Ste 210 | PO Box 83720 | Boise | ID | 83720 |
| Office of the Attorney General | Kwame Raoul | 500 South Second Street | | Springfield | IL | 62701 |
| Office of the Indiana Attorney General | Todd Rokita | Indiana Government Center South | 302 W Washington St Rm 5 | Indianapolis | IN | 46204 |
| Office of the Attorney General | Kris Kobach | 120 SW 10th Ave 2nd Fl | | Topeka | KS | 66612 |
| Office of the Attorney General | Russell Coleman | 700 Capitol Ave Suite 118 | | Frankfort | KY | 40601 |
| Office of the Attorney General | Liz Murrill | PO Box 94005 | | Baton Rouge | LA | 70804 |
| Office of the Attorney General | Andrea Campbell | 1 Ashburton Pl 20th Fl | | Boston | MA | 02108 |
| Office of the Attorney General | Anthony G Brown | 200 St Paul Pl | | Baltimore | MD | 21202 |
| Office of the Attorney General | Aaron Frey | 6 State House Station | | Augusta | ME | 04333 |
| Department of Attorney General | Dana Nessel | PO BOX 30212 | 525 W. Ottawa St. | Lansing | MI | 48909 |
| Office of the Attorney General | Keith Ellison | 445 Minnesota St Ste 1400 | | St Paul | MN | 55101 |
| Missouri Attorney General's Office | Catherine Hanaway | 207 West High Street | PO Box 899 | Jefferson City | MO | 65102 |
| Mississippi Attorney General | Lynn Fitch | PO Box 220 | | Jackson | MS | 39205 |
| Office of the Attorney General | Austin Knudsen | 215 N Sanders 3rd Fl | PO Box 201401 | Helena | MT | 59620 |
| Attorney General's Office | Jeff Jackson | 9001 Mail Service Ctr | | Raleigh | NC | 27699 |
| Office of the Attorney General | Drew H Wrigley | 600 E Boulevard Ave Dept 125 | | Bismarck | ND | 58505 |
| Nebraska Attorney General | Mike Hilgers | 2115 State Capitol | PO Box 98920 | Lincoln | NE | 68509 |
| Office of the Attorney General | John Formella | NH Department of Justice | 33 Capitol St | Concord | NH | 03301 |
| Office of the Attorney General | Jennifer Davenport | 25 Market Street | PO Box 080 | Trenton | NJ | 08625 |
| Office of the Attorney General | Raul Torrez | 408 Galisteo St | Villagra Bldg | Santa Fe | NM | 87501 |
| Office of the Attorney General | Dave Yost | 30 E Broad St Fl 14 | | Columbus | OH | 43215 |
| Office of the Attorney General | Gentner Drummond | 313 NE 21st St | | Oklahoma City | OK | 73105 |
| Office of the Attorney General | Dan Rayfield | Oregon Department of Justice | 1162 Court St NE | Salem | OR | 97301 |
| Office of the Attorney General | Dave Sunday | 16th Fl Strawberry Square | | Harrisburg | PA | 17120 |
| Office of the Attorney General | Peter F Neronha | 150 S Main St | | Providence | RI | 02903 |
| Office of the Attorney General | Alan Wilson | PO Box 11549 | | Columbia | SC | 29211 |
| Office of the Attorney General | Marty Jackley | 1302 E Hwy 14 Ste 1 | | Pierre | SD | 57501 |
| Office of the Attorney General | Jonathan Skrmetti | PO Box 20207 | | Nashville | TN | 37202 |
| Office of the Attorney General | Ken Paxton | PO Box 12548 | | Austin | TX | 78711 |
| Office of the Attorney General | Derek Brown | Utah State Capitol Complex | 350 North State Street Ste 230 | Salt Lake City | UT | 84114 |
| Office of the Attorney General | Jay Jones | 202 N 9th St | | Richmond | VA | 23219 |
| Office of the Attorney General | Charity R Clark | 109 State St | | Montpelier | VT | 05609 |
| Office of the Attorney General | Nick Brown | 800 5th Ave Ste 2000 | | Seattle | WA | 98104 |
| Office of the Attorney General | Josh Kaul | PO Box 7857 | | Madison | WI | 53707 |
| Office of the Attorney General | John B McCuskey | State Capitol Complex Bldg 1 Room E 26 | 1900 Kanawha Blvd E | Charleston | WV | 25305 |
| Office of the Attorney General | Keith Kautz | 109 State Capital | | Cheyenne | WY | 82002 |
| Attorney General Office of Guam | Douglas Moylan | ITC Bldg. | 590 S Marine Corps Dr Ste 901 | Tamuning | GU | 96913 |
| PR Department of Justice | Lourdes L. Gomez Torres | PO Box 9020192 | | San Juan | PR | 00902 |
| Department of Justice | Gordon C. Rhea | 3438 Kronprindsens Gade Ste 2 | GERS BLDG | St Thomas | VI | 00802 |

CAFA Notice Service List
Email

| Appropriate Official | Contact Format | State |
|--|--|--------------|
| Office of the Attorney General for Alaska | All documents sent to AK AG at their dedicated CAFA email inbox. | AK |
| Office of the Attorney General for Connecticut | All documents sent to CT AG at their dedicated CAFA email inbox. | CT |
| Office of the Attorney General for Nevada | All documents sent to NV AG at their dedicated CAFA email inbox. | NV |
| Office of the Attorney General for New York | All documents sent to NY AG at their dedicated CAFA email inbox. | NY |

CAFA Notice Service List

UPS

| Appropriate Official | FullName | Address1 | Address2 | City | State |
|-----------------------------|-----------------|-------------------------|-----------------|-------------|--------------|
| US Department of Justice | Pamela Bondi | 950 Pennsylvania Ave NW | | Washington | DC |

Attachment 2

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

February 6, 2026

VIA UPS OR USPS PRIORITY MAIL

Class Action Fairness Act – Notice to Federal and State Officials

Dear Federal and State Officials:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified at 28 U.S.C. § 1715, please find enclosed information from Defendant Krispy Kreme Doughnut Corporation (“Defendant”) relating to the proposed settlement of a class action lawsuit.

- **Case:** *In re Krispy Kreme Data Security Litigation*, Case No. 3:25-cv-00434.
- **Court:** United States District Court for the Western District of North Carolina.
- **Defendant:** Krispy Kreme Doughnut Corporation.
- **Documents Enclosed:** In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD:
 1. **Per 28 U.S.C. § 1715(b)(1) – Complaint and Any Amended Complaints:**
 - Class Action Complaint (filed June 20, 2025); and
 - Consolidated Class Action Complaint (filed October 17, 2025).
 2. **Per 28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** The Court has not scheduled a preliminary approval hearing, a final approval hearing, or any other judicial hearing concerning the settlement agreement at this time.
 3. **Per 28 U.S.C. § 1715(b)(3) – Notification to Class Members:**
 - Postcard Notice (*Exhibit 1 to the Settlement Agreement*);
 - Long Form Notice (*Exhibit 2 to the Settlement Agreement*); and
 - Claim Form (*Exhibit 3 to the Settlement Agreement*).
 4. **Per 28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The following documents are included:
 - Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Memorandum of Law in Support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement;
 - Settlement Agreement (*Exhibit A to the Memorandum of Law*);
 - [Proposed] Final Approval Order Granting Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorneys’ Fees, Costs, and Service Awards (*Exhibit 5 to the Settlement Agreement*);

CAFA NOTICE ADMINISTRATOR

10300 SW Allen Blvd

Beaverton, OR 97005

P 503-350-5800

DL-CAFA@epiqglobal.com

- Joint Declaration of Interim Co-Lead Class Counsel in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (*Exhibit B to the Memorandum of Law*);
 - Cole & Van Note Firm Resume (*Exhibit A to the Joint Declaration*);
 - Kopelowitz Ostrow P.A. Firm Resume (*Exhibit B to the Joint Declaration*);
 - Milberg PLLC Firm Resume (*Exhibit C to the Joint Declaration*);
 - Wilkerson Justus PLLC Firm Resume (*Exhibit D to the Joint Declaration*); and
 - [Proposed] Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement.
5. **Per 28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreements:** Pursuant to Paragraph 85 of the Settlement Agreement, a Separate Opt-Out Agreement has been entered into between the Plaintiffs and Defendant, the purpose of which is to provide Defendant with the option to terminate the Settlement Agreement and any settlement terms or agreements then in effect, if the number of Settlement Class Members who properly and timely opt-out of the Class meet the conditions set forth in the Separate Opt-Out Agreement. It is typical for agreements of this nature to remain confidential because, as explained by a leading treatise dealing with complex litigation, “[k]nowledge of the specific number of opt outs that will vitiate a settlement might encourage third parties to solicit class members to opt out.” David F. Herr, MANUAL FOR COMPLEX LITIGATION § 21.631 (4th ed.).
6. **Per 28 U.S.C. § 1715(b)(6) – Final Judgment or Notice of Dismissal:** To date, the Court has not issued a final order, judgment or dismissal in the above-referenced action.
7. **Per 28 U.S.C. § 1715(b)(7) – Estimate of Class Members:** The Settlement Class means all living individuals residing in the United States whose Private Information was impacted by the Data Incident. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the Action, that Judge's immediate family, and Court staff; and (4) those Settlement Class Members who timely and properly opt-out of the Settlement.

A Geographic Analysis of potential Class Members is included on the enclosed CD.

8. **Per 28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** To date, the Court has not issued a final order or judgment in the above-referenced action.

If you have questions or concerns about this notice or the enclosed materials, please contact this office.

Sincerely,

CAFA Notice Administrator

Enclosures

Attachment 3

A \$1,616,760 settlement has been reached in a class action lawsuit against Krispy Kreme Doughnut Corporation (“Defendant”) regarding a Data Incident discovered on November 29, 2024, involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes some combination of names, dates of birth, Social Security numbers, and financial account access information.

Who is Included? Records show you are a Settlement Class Member, defined as: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.

What does the Settlement Provide? As a Settlement Class Member, you can submit a Claim Form online or by mail postmarked by **June 22, 2026**, for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to fraud and/or identity theft as a result of the Data Incident for up to \$3,500 per Settlement Class Member;

OR

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the estimated amount of \$75. Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease;

AND

Credit Monitoring: Without submitting a Claim Form, you will receive access to one year of free Credit Monitoring. You will need the activation code below. You will be able to activate your Credit Monitoring once the Court approves the Settlement and the Settlement becomes effective.

ACTIVATION CODE: [REDACTED]

Other Options. If you do not want to be legally bound by the Settlement, you must submit an opt-out **postmarked by June 6, 2026**. If you do not opt-out, you will give up the right to sue and will release the Defendant and Released Parties about the legal claims in this lawsuit. If you do not opt-out, you may object to the Settlement and/or Application for Attorneys’ Fees, Costs, and Service Awards by **June 6, 2026**. The Long Form Notice on the Settlement Website explains how to opt-out or object. If you do nothing, you will get no Cash Payment, and you will be bound by the Settlement and any judgments and orders. The Court will hold a Final Approval Hearing on **July 6, 2026**, to consider whether to approve the Settlement, Class Counsel’s attorneys’ fees of up to 1/3 of the Settlement Fund and costs, and any objections. You or your lawyer may attend and ask to appear at the hearing if you object, but you are not required to do so.

This notice is a summary. Learn more at www.KrispyKremeDataSettlement.com, or by calling toll free 1-877-239-1879.

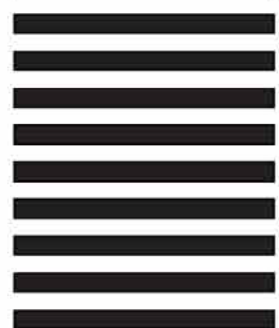
Unique ID: [REDACTED]

PIN: [REDACTED]

AM4702 v.03



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 581 PORTLAND OR

POSTAGE WILL BE PAID BY ADDRESSEE

KRISPY KREME DATA INCIDENT
SETTLEMENT ADMINISTRATOR
C/O EPIQ
PO BOX 2047
PORTLAND OR 97208-9714

Attachment 4

If your Private Information may have been impacted in the Data Incident involving Krispy Kreme Doughnut Corporation, discovered on November 29, 2024, and you were sent notice, you may be entitled to Settlement Class Member Benefits from a Settlement.

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

- A \$1,616,760 Settlement has been reached in a Class Action lawsuit against Krispy Kreme Doughnut Corporation (“Defendant”) regarding a Data Incident discovered on November 29, 2024, involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes some combination of names, dates of birth, Social Security numbers, and financial account access information.
- The Settlement Class includes: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.
- If you are a member of the Settlement Class, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses: You may submit a Claim Form and provide reasonable documentation for losses related to fraud and/or identity theft as a result of the Data Incident for up to \$3,500 per Settlement Class Member; **OR**

Cash Payment B – Alternate Cash: Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the estimated amount of \$75. Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims;

AND

Credit Monitoring: Without submitting a Claim Form, you will receive access to one year of free Credit Monitoring. You should have received your activation code on your Postcard Notice. If you did not get a Postcard Notice, you can obtain your code from the Settlement Administrator. The Credit Monitoring will be active once the Settlement is finally approved and becomes effective. For more information, visit the Settlement Website.

This Notice may affect your rights. Please read it carefully.

| Your Legal Rights & Options | | Deadline |
|----------------------------------|---|---|
| Submit a Claim Form | The only way to get a Cash Payment is to submit a timely and valid Claim Form. | Submitted or Postmarked by: June 22, 2026 |
| Opt-Out of the Settlement | Get no Settlement Class Member Benefits. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit. | Postmarked by: June 6, 2026 |
| Object to the Settlement | Stay in the Settlement but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it. | Filed by: June 6, 2026 |
| Do Nothing | Get no Cash Payment. Receive Credit Monitoring. Give up your legal rights. | |

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court must decide whether to approve the Settlement, attorneys’ fees, costs, and Service Awards. No Settlement Class Member Benefits will be provided unless the Court approves the Settlement.

BASIC INFORMATION

1. Why is this Notice being provided?

A 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 of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement Class Member Benefits are available, who is eligible for the Settlement Class Member Benefits, and how to get them.

The Honorable Max O. Cogburn, Jr., of the United States District Court for the Western District of North Carolina is overseeing this class action. The lawsuit is known as *In Re: Krispy Kreme Data Breach Litigation*, Case No. 3:25-cv-00434 (“lawsuit”). The individuals who filed this lawsuit are called the “Plaintiffs” and/or “Class Representatives” and the company sued, Krispy Kreme Doughnut Corporation, is called the “Defendant.”

2. What is this lawsuit about?

The Plaintiffs filed this lawsuit against the Defendant on behalf of themselves and all others similarly situated regarding a Data Incident discovered on November 29, 2024, involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes some combination of names, dates of birth, Social Security numbers, and financial account access information.

Defendant denies the legal claims and denies any wrongdoing or liability. The Court has not made any determination of any wrongdoing by Defendant, or that any law has been violated. Instead, the Plaintiffs and Defendant have agreed to a Settlement to avoid the risk, cost, and time of continuing the lawsuit.

3. Why is there a Settlement?

The Plaintiffs and Defendant do not agree about the legal claims made in this lawsuit. The lawsuit has not gone to trial, and the Court has not decided in favor of the Plaintiffs or Defendant. Instead, the Plaintiffs and Defendant have agreed to settle the lawsuit. The Class Representatives, Defendant, and their lawyers believe the Settlement is best for the Settlement Class because of the Settlement Class Member Benefits available and the risks and uncertainty associated with continuing the lawsuit.

4. Why is this lawsuit a Class Action?

In a Class Action, one or more people (called “Class Representatives”) sue on behalf of all people who have similar legal claims. Together, all these people are called a Class or Class Members. One Court resolves the issues for all Class Members, except for those Class members who timely exclude themselves (Opt-Out) from the Class.

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

You are included in the Settlement Class if you are a living individual residing in the United States and were sent a notice of the Data Incident indicating that your Private Information may have been impacted in the Data Incident.

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are: (1) all persons who are directors, officers, and agents of Defendant, or their respective subsidiaries and affiliated companies; (2) governmental entities; (3) the Judge assigned to the lawsuit, that Judge's immediate family, and Court staff; and (4) those Settlement Class members who timely and properly opt-out of the 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 Settlement Class member, you may go to www.KrispyKremeDataSettlement.com or call toll-free 1-877-239-1879.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

If you are a Settlement Class Member, you may be eligible for the following Settlement Class Member Benefits:

Cash Payment A – Documented Losses

You may submit a Claim Form with reasonable documentation for losses related to fraud and/or identity theft as a result of the Data Incident for up to \$3,500 per Settlement Class Member.

Examples of reasonable documentation include (but are not limited to): telephone records, correspondence including emails, or receipts. Personal certifications, declarations, or affidavits from the Settlement Class Member do not constitute reasonable documentation but may be included to provide clarification, context, or support for other submitted reasonable documentation. You will not be reimbursed for expenses if you have been reimbursed for the same expenses by another source, including compensation provided in connection with the credit monitoring and identity theft protection product offered as part of the notification letter provided by the Defendant or otherwise.

If you do not submit reasonable documentation supporting a loss, or if your Claim Form is invalid as determined by the Settlement Administrator, and you do not cure your Claim Form, your Claim Form will be processed as if you elected Cash Payment B – Alternate Cash.

Cash Payment B – Alternate Cash

Instead of selecting Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the estimated amount of \$75.

Credit Monitoring

Without submitting a Claim Form, you will receive access to one year of Credit Monitoring. You should have received your activation code on your Postcard Notice. If you did not get a Postcard Notice, you can obtain your code from the Settlement Administrator. The Credit Monitoring will be

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

active once the Settlement is finally approved and becomes effective. For more information, visit the Settlement Website.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase if the amount of Valid Claims does not use the entire Net Settlement Fund. Alternatively, if the amount of Valid Claims exceeds the amount of the Net Settlement Fund, your Cash Payment may be subject to a *pro rata* reduction.

For purposes of calculating the *pro rata* increase or decrease, the Settlement Administrator must distribute the funds in the Net Settlement Fund first for payment of Credit Monitoring and then for Cash Payments. Any *pro rata* increases or decreases to Cash Payments will be on an equal percentage basis.

Injunctive Relief

Defendant is implementing additional security measures following the Data Incident.

9. What am I giving up to receive Settlement Class Member Benefits or stay in the Settlement Class?

Unless you exclude yourself (opt-out), you will remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section XIII of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.KrispyKremeDataSettlement.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

You must submit a timely and valid Claim Form to receive a Cash Payment as described above. Your Claim Form must be submitted online at www.KrispyKremeDataSettlement.com by **June 22, 2026**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by June 22, 2026**. Claim Forms are also available at www.KrispyKremeDataSettlement.com or by calling 1-877-239-1879 or by writing to:

Krispy Kreme Data Incident
Settlement Administrator
PO Box 2047
Portland, OR 97208-2047

You do not need to submit a Claim Form to receive Credit Monitoring.

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

12. What happens if my contact information changes after I submit a Claim Form?

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

Krispy Kreme Data Incident
Settlement Administrator
PO Box 2047
Portland, OR 97208-2047

13. When will I receive my Settlement Class Member Benefits?

The Settlement Class Member Benefits will be provided 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.KrispyKremeDataSettlement.com for updates.

EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

14. How do I opt-out of the Settlement?

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

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the Settlement Class in the *In Re: Krispy Kreme Data Breach Litigation*.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked by June 6, 2026**:

Krispy Kreme Data Incident
Settlement Administrator
PO Box 2047
Portland, OR 97208-2047

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “Class” requests for exclusion filed by third parties on behalf of a “Mass” or “Class” of Settlement Class members or multiple Settlement Class members where the opt-out has not been signed by each and every individual Settlement Class member will not be allowed.

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

15. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive Settlement Class Member Benefits, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get Settlement Class Member Benefits if you stay in the Settlement.

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

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards.

To object, you must file your timely written objection with the Court as provided below by **June 6, 2026**, and send by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **June 6, 2026**, stating you object to the Settlement in *In Re: Krispy Kreme Data Breach Litigation*, Case No. 3:25-cv-00434.

To file an objection, you cannot exclude yourself from the Settlement Class. Your objection must include all of the following information:

- 1) Your full name, mailing address, telephone number, and email address (if any);
- 2) All grounds for the objection, accompanied by any legal support for the objection known to you as the objector or your own lawyer;
- 3) The number of times you have objected to a class action settlement within the five (5) years preceding the date that you file the objection, the caption of each case in which you have made such objection, and a copy of any orders related to or ruling upon your prior objections that were issued by the trial and appellate courts in each listed case;
- 4) The identity of all lawyers representing you in connection with the objection (if any), including any former or current lawyers who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards;
- 5) The number of times your lawyer or your lawyer's law firm have objected to a Class Action Settlement within the five (5) years preceding the date of the filed objection, the caption of each case in which your lawyer or the firm has made such objection and a copy of any orders related to or ruling upon your lawyer's or the lawyer's law firm's prior objections that were issued by the Trial and Appellate Courts in each listed case;
- 6) The identity of all lawyers (if any) representing you as an objector, and whether they will appear at the Final Approval Hearing;
- 7) A list of all persons who will be called to testify at the Final Approval Hearing in support of your objection (if any);

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

- 8) A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing; and
- 9) Your signature as the objector (a lawyer's signature is not sufficient).

Class Counsel and/or Defendant's Counsel may conduct limited discovery on any Objector or Objector's Counsel. Objectors and Objectors' Counsel must strictly and fully comply with the requirements set forth herein or the Court will not consider the objection.

To object, you must file your timely written objection with the Court by **June 6, 2026**, and send it by U.S. mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator postmarked by or shipped by private courier (such as Federal Express) by **June 6, 2026**, at the following addresses:

| COURT | CLASS COUNSEL | DEFENDANT'S COUNSEL | SETTLEMENT ADMINISTRATOR |
|---|--|---|--|
| Clerk U.S. District Court Western District of North Carolina Charles R. Jonas Federal Building 401 W. Trade St. Room 1200 Charlotte, NC 28202 | Jeff Ostrow Kopelowitz Ostrow P.A. 1 West Las Olas Blvd. Suite 500 Fort Lauderdale, FL 33301 Mariya Weekes Milberg PLLC 333 SE 2nd Ave. Suite 2000 Miami, FL 33131 Scott Cole Cole & Van Note 555 12 th Street Oakland, CA 94607 David Wilkerson Wilkerson Justus PLLC 9 S.W. Pack Square Suite 301 Asheville, NC 28801 | William Ridgway Skadden, Arps, Slate, Meagher & Flom LLP 320 Canal Street Chicago, IL 60606 | Krispy Kreme Data Incident Settlement Administrator PO Box 2047 Portland, OR 97208-2047 |

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

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the lawsuit?

Yes. The Court has appointed Jeff Ostrow of Kopelowitz Ostrow P.A., Mariya Weekes of Milberg PLLC, Scott Cole of Cole & Van Note, and David Wilkerson of Wilkerson Justus PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

your own lawyer at your own cost if you want someone other than Class Counsel to represent you in this lawsuit.

20. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award the attorneys' fees of up to 1/3 of the Settlement Fund, plus reimbursement of reasonable costs. Class Counsel will also ask the Court to approve the Service Awards for the Class Representatives of up to \$1,500 each for their efforts. If awarded by the Court, the attorneys' fees and costs, and the Service Awards will be paid from the Settlement Fund. The Court may award less than these amounts.

THE FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement and Application for Attorneys' Fees, Costs, and Service Awards. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **July 6, 2026, at 9:30 a.m.** before the Honorable Max O. Cogburn, Jr. at the Charles R. Jonas Federal Building, 401 West Trade Street, Charlotte, NC 28202. 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, Costs, and Service Awards.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.KrispyKremeDataSettlement.com to confirm the date and time of the Final Approval Hearing have not changed.

22. Do I have to attend 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 file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

23. May I speak at the Final Approval Hearing?

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court, at its discretion, may hear objections at the hearing.

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

GET MORE INFORMATION

24. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.KrispyKremeDataSettlement.com. You may get additional information at www.KrispyKremeDataSettlement.com, by calling toll-free 1-877-239-1879, or by writing to:

Krispy Kreme Data Incident
Settlement Administrator
PO Box 2047
Portland, OR 97208-2047

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

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

Attachment 5

**Must be postmarked
or submitted online
NO LATER THAN
JUNE 22, 2026**

KRISPY KREME DATA INCIDENT
SETTLEMENT ADMINISTRATOR
P.O. BOX 2047
PORTLAND, OR 97208-2047
www.KrispyKremeDataSettlement.com

In re: Krispy Kreme Data Security Litigation Claim Form
Case No. 3:25-cv-00434

GENERAL INFORMATION

A \$1,616,760 settlement has been reached in a class action lawsuit against Krispy Kreme Doughnut Corporation (“Defendant”) regarding a Data Incident discovered on November 29, 2024, involving Defendant and resulting in the unauthorized access to or acquisition of Settlement Class members’ Private Information. The Private Information involved includes some combination of names, dates of birth, Social Security numbers, and financial account access information.

The Settlement Class includes: all living individuals residing in the United States who were sent a notice of the Data Incident indicating that their Private Information may have been impacted in the Data Incident.

You may submit a Claim Form for a Cash Payment, outlined below, by visiting the Settlement Website at www.KrispyKremeDataSettlement.com. **Claims must be submitted online or mailed by June 22, 2026. If you would prefer to submit by mail, please use the address at the top of this form.**

SETTLEMENT BENEFITS – WHAT YOU MAY GET

You may be eligible for the following Settlement Class Member Benefits:

1. **Cash Payment A – Documented Losses:** You may submit a Claim Form and provide reasonable documentation for losses related to fraud and/or identity theft as a result of the Data Incident for up to \$3,500 per Settlement Class Member. Supporting documentation is required.

OR

2. **Cash Payment B – Alternate Cash Payment:** Instead of Cash Payment A, without providing documentation, you may submit a Claim Form to receive an alternative cash payment in the estimated amount of \$75.

Your Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) increase or decrease depending upon the total value of all Valid Claims.

AND

3. **Credit Monitoring:** Without submitting a Claim Form, you will receive access to one year of free Credit Monitoring. You do not need to submit this Claim Form to receive the monitoring.

* * *

Please Note: The Settlement Administrator may contact you to request additional documents to process your Claim.

For more information and complete instructions, visit www.KrispyKremeDataSettlement.com.

Please note that Settlement Class Member Benefits will be distributed after the Settlement is approved by the Court and becomes final.

Questions? Go to www.KrispyKremeDataSettlement.com or call 1-877-239-1879

Contact Information

1. NAME (REQUIRED):

First Name

MI

Last Name

2. MAILING ADDRESS (REQUIRED):

Street Address

Apt. No.

City

State

ZIP Code

3. PHONE NUMBER:

 - -

4. EMAIL ADDRESS:

5. UNIQUE ID:

Cash Payment A – Documented Losses

If you lost or spent money related to fraud and/or identity theft as a result of the Data Incident and have not been reimbursed for that loss/expense, you can receive reimbursement for up to \$3,500 total. Eligible losses include those incurred after November 29, 2024, and up to the date of filing your Claim.

It is important for you to send reasonable documents that show what happened and how much you lost or spent so that you can be reimbursed. “Self-prepared” documents like handwritten receipts, personal certifications, declarations, or affidavits prepared by you are insufficient for reimbursement but can be used to add clarity, context, or support for other submitted reasonable documentation.

To look up more details about how the Cash Payments work, visit www.KrispyKremeDataSettlement.com or call toll-free 1-877-239-1879. Please also review the Notice on the Settlement Website, which provides examples of what documents you need to attach and the types of expenses that can be claimed. *By filling out the boxes below, you are certifying that the money you spent doesn't relate to other data incidents or breaches.*

| Expense Type and Examples of Documents | Amount and Date | Description of Expense or Money Spent and Supporting Documents (Identify what you are attaching, and why it's related to the Data Incident) |
|--|---|--|
| <p>Professional fees incurred to address identity theft or fraud, such as falsified tax returns and account fraud.</p> <p><i>Examples: Receipts, notices, or account statements reflecting payment for a credit freeze or unfreezing.</i></p> | <p>\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/></p> <p>Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p style="text-align: center;">MM DD YYYY</p> | <hr/> <hr/> <hr/> <hr/> |
| <p>Other losses or costs resulting from identity theft or fraud (provide detailed description) fairly traceable to the Data Incident.</p> <p><i>Examples: Account statement with unauthorized charges circled; bank fees, and fees for credit reports, credit monitoring, or other identity theft insurance products purchased</i></p> | <p>\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/></p> <p>Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p style="text-align: center;">MM DD YYYY</p> | <hr/> <hr/> <hr/> <hr/> |
| <p>Other miscellaneous expenses such as notary, fax, postage, copying, mileage, and/or long-distance telephone charges related to the Data Incident.</p> <p><i>Examples: Phone bills, receipts, detailed list of addresses you traveled (i.e. police station, IRS office), reason why you traveled there (i.e. police report or letter from IRS re: falsified tax return) and number of miles you traveled</i></p> | <p>\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> • <input type="text"/> <input type="text"/></p> <p>Date: <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/></p> <p style="text-align: center;">MM DD YYYY</p> | <hr/> <hr/> <hr/> <hr/> |

Cash Payment B – Alternative Cash Payment

Instead of Cash Payment A, without providing documentation, you may elect to receive an Alternative Cash Payment, estimated to be \$75.00. Your Alternative Cash Payment may be subject to a *pro rata* (a legal term meaning equal share) adjustment based upon the total value of all Valid Claims and other approved Settlement Fund deductions.

By checking this box, I affirm I want to receive Alternate Cash Payment B.

Payment Election

Please fill out **ONLY ONE** of the payment options below.

If your claim is eligible, you will receive payment by check unless you select one of the electronic payment options below and provide the email address or phone number associated with your account:

#1 Digital Payment Account – Payment Option

PayPal Venmo Zelle

Provide the email OR phone number, NOT both, associated with your selected digital payment account.

Email Address

OR Phone Number

 - -

#2 ACH Transfer: Direct Electronic Payment to a Bank Account – Payment Option

Checking Account Savings Account

Routing Number

Account Number

If you select more than one payment option, you will be mailed a check.

Signature

I affirm under the laws of the United States that the information I have supplied in this Claim Form and any copies of documents that I am sending to support my Claim are true and correct to the best of my knowledge.

I understand that I may be asked to provide more information by the Settlement Administrator before my Claim is complete.

Signature

Date: - -
MM DD YYYY

Print Name

Attachment 6

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You may have been impacted in the Data Incident involving Krispy Kreme Doughnut Corp. and be entitled to benefits.

Krispy Kreme Data Settlement

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Krispy Kreme Data Incident

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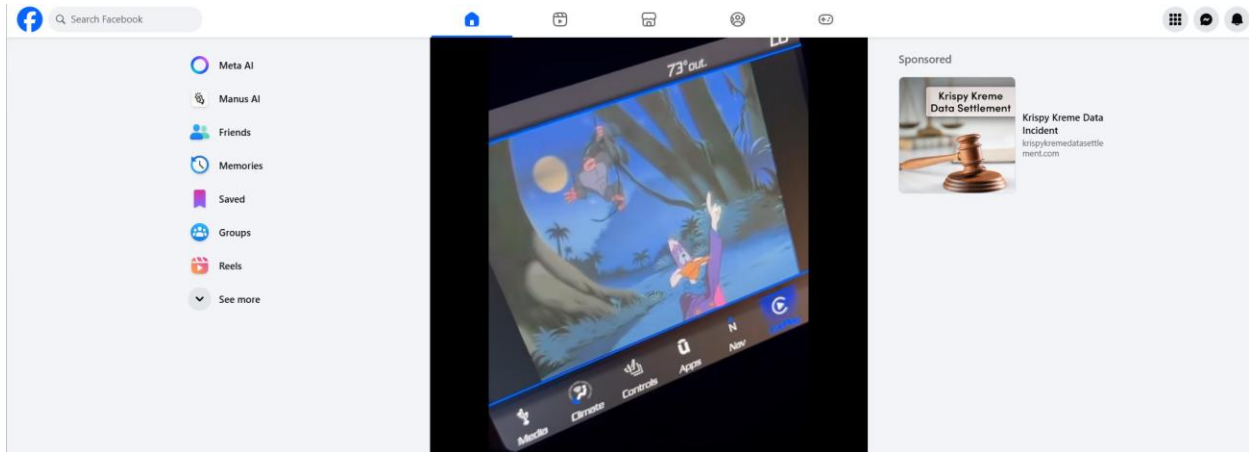
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If your Personal Information may have been impacted in the Data Incident involving Krispy Kreme Doughnut Corporation, discovered on November 29, 2024, you may be entitled to benefits from a Settlement.



Krispy Kreme Data Incident
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LEGAL
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If your Personal Information may have been impacted in the Data Incident involving Krispy Kreme Doughnut Corporation, discovered on November 29, 2024, you may be entitled to benefits from a Settlement.



Krispy Kreme Data Incident
krispykremedatasettlement.com

[Learn more](#)

Attachment 7

Keyword List (will target plural and singular)

Match Type

| | |
|--|----------------|
| Krispy Kreme Data Breach | Phrase & Exact |
| Krispy Kreme Breach | Phrase & Exact |
| Krispy Kreme Data Incident | Phrase & Exact |
| Krispy Kreme Incident | Phrase & Exact |
| Krispy Kreme Settlement | Phrase & Exact |
| Krispy Kreme Breach Settlement | Phrase & Exact |
| Krispy Kreme Data Settlement | Phrase & Exact |
| Krispy Kreme Data Breach Settlement | Phrase & Exact |
| Krispy Kreme Data Incident Settlement | Phrase & Exact |
| Krispy Kreme Lawsuit | Phrase & Exact |
| Krispy Kreme Breach Lawsuit | Phrase & Exact |
| Krispy Kreme Data Lawsuit | Phrase & Exact |
| Krispy Kreme Data Breach Lawsuit | Phrase & Exact |
| Krispy Kreme Data Incident Lawsuit | Phrase & Exact |
| Krispy Kreme Litigation | Phrase & Exact |
| Krispy Kreme Breach Litigation | Phrase & Exact |
| Krispy Kreme Data Litigation | Phrase & Exact |
| Krispy Kreme Data Breach Litigation | Phrase & Exact |
| Krispy Kreme Data Incident Litigation | Phrase & Exact |
| Krispy Kreme Class Action | Phrase & Exact |
| Krispy Kreme Breach Class Action | Phrase & Exact |
| Krispy Kreme Data Class Action | Phrase & Exact |
| Krispy Kreme Data Breach Class Action | Phrase & Exact |
| Krispy Kreme Data Incident Class Action | Phrase & Exact |
| Krispy Kreme Class Action Lawsuit | Phrase & Exact |
| Krispy Kreme Breach Class Action Lawsuit | Phrase & Exact |
| Krispy Kreme Data Class Action Lawsuit | Phrase & Exact |
| Krispy Kreme Data Breach Class Action Lawsuit | Phrase & Exact |
| Krispy Kreme Data Incident Class Action Lawsuit | Phrase & Exact |
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| Krispy Kreme Breach Settlement | Phrase & Exact |
| Krispy Kreme Data Class Action Settlement | Phrase & Exact |
| Krispy Kreme Data Breach Class Action Settlement | Phrase & Exact |
| Krispy Kreme Data Incident Class Action Settlement | Phrase & Exact |
| Krispy Kreme Cyber Attack | Phrase & Exact |
| Krispy Kreme Cyberattack | Phrase & Exact |
| Krispy Kreme Claim Form | Phrase & Exact |
| Krispy Kreme Payment | Phrase & Exact |
| Krispy Kreme Cash Payment | Phrase & Exact |

Attachment 8



krispy kreme class action



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Krispy Kreme Data Incident - Class Action Settlement

You may have been impacted in the Krispy Kreme Data Incident and entitled to benefits.

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Krispy Kreme, Inc. Class Action Lawsuit

A class action lawsuit has already been filed. If you wish to serve as lead plaintiff, you must move the Court no later than July 15, 2025. If you purchased ... [Read more](#)

 [ClassAction.org](https://www.classaction.org)
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Videos of Krispy Kreme class action >



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Krispy Kreme faces class action lawsuit over unencrypted data stolen in breach

cybernews.com
8 months ago



Krispy Kreme Sued In Class Action Over Maple, Blueberry Donuts

YouTube - The Blast
447 views - Apr 9, 2018



Investor files lawsuit after Krispy Kreme pauses McDonald's partnership

YouTube - WFMV News 2

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Krispy Kreme Data Incident - Class Action Settlement

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Charlotte Observer
https://www.charlotteobserver.com/news/business

Krispy Kreme reaches \$1.6 million data breach settlement ...

Jan 30, 2026 · Krispy Kreme has reached a \$1.6 million settlement agreement to resolve a proposed class-action lawsuit tied to a 2024 cyberattack on the Charlotte-based doughnut...

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MSN
North Carolina-based Krispy Kreme warns employees of data breach
Jun 20, 2025

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dailysecurityreview.com
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