

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

GLENN KESSELMAN, *et al.*, individually
and on behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR SALES, U.S.A., INC., *et
al.*,

Defendants.

No.: 2:21-cv-06010-TJH-JC
Hon. Terry J. Hatter, Jr.

SETTLEMENT AGREEMENT

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WHEREAS, Plaintiffs’ Fifth Amended Class Action Complaint in the Action (all terms as defined below) allege that the hands-free phone system in the Subject Vehicles is defective, such that when the driver of the Toyota vehicle uses the hands-free phone system to make or receive a call, the person on the other end of the call hears an echo of his or her own words (the “Echo Issue”);

WHEREAS, Class Counsel have conducted substantial discovery, have investigated the facts and underlying events relating to the subject matter of the Action and the Related Action, have retained various experts and independent consultants to analyze the alleged defect, have carefully analyzed the applicable legal principles, and have concluded, based upon their investigation and decisions issued by the Court, and taking into account the risks, uncertainties, burdens, and costs of further prosecution of their claims, and the substantial benefits to be received pursuant to this Settlement Agreement, that a resolution and compromise on the terms set forth herein is fair, reasonable, adequate, and in the best interests of Class Representatives and the other Class Members, and treats Class Members fairly and equitably in relation to one another;

WHEREAS, Toyota, for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the claims, and in exchange for the Release described herein, and without any admission of liability or wrongdoing, desires to enter into this Settlement Agreement pursuant to Rule 23(b)(2) of the Federal Rules of Civil Procedure;

WHEREAS, as a result of extensive arm’s length negotiations, Class Representatives, Class Counsel, and Toyota have entered into this Settlement Agreement;

WHEREAS, Class Counsel represent and warrant that they are fully authorized to enter into this Settlement Agreement on behalf of Class Representatives, and that Class Counsel have

consulted with and confirmed that all proposed Class Representatives fully support and have no objection to this Settlement Agreement; and

WHEREAS, it is agreed that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by Toyota or any of the Released Parties, or of the truth or legal or factual validity or viability of any of the claims Plaintiffs have or could have asserted, which claims and all liability therefore are expressly denied;

NOW, THEREFORE, without any admission or concession by Class Representatives or Class Counsel of any lack of merit to their allegations and claims, and without any admission or concession by Toyota of any liability or wrongdoing or lack of merit in its defenses, in consideration of the mutual covenants and terms contained herein, and subject to both the preliminary and final approval by the Court, Class Counsel, Class Representatives, and Toyota agree as follows:

I. PROCEDURAL HISTORY

A. On July 24, 2019, Plaintiffs Terry Freeman and Andrew Trout, individually and on behalf of a putative class, filed a Class Action Petition in the Circuit Court of St. Louis County, Missouri at Clayton (the “*Freeman Action*”) against TMS, TMNA, and TEMA.

B. On September 12, 2019, TMS, TMNA, and TEMA removed the *Freeman* action to the Eastern District of Missouri and the case was assigned Case No. 4:19-cv-02550-SEP.

C. On October 10, 2019, Plaintiffs Andrew Trout and Terry Freeman filed their First Amended Class Action Complaint.

D. On November 8, 2019, TMS, TMNA, and TEMA filed their Motion to Dismiss the First Amended Complaint in the *Freeman* Action.

E. On November 30, 2020, the Court in the *Freeman* Action issued its Memorandum and Order granting in part and denying in part TMS, TMNA, and TEMA's Motion to Dismiss.

F. On June 1, 2021, the parties stipulated to the filing of a Second Amended Complaint in the *Freeman* Action, which replaced Plaintiffs Terry Freeman and Andrew Trout with Plaintiff Jamie Brown.

G. On June 16, 2021, plaintiff Glenn Kesselman, a resident of California, individually and on behalf of an "unknown" number of plaintiffs, filed a class action complaint (the "Action") in the Superior Court of the State of California, County of Los Angeles, Case No. 21STCV22797. Dkt. No. 1-1. The class action complaint alleges two causes of action against TMS, TMNA, and TEMA, including violation of California's Unfair Competition Law ("UCL") and violation of California's Consumer Legal Remedies Act ("CLRA"). *Id.* at ¶¶ 124-147. The core factual allegations in support of each cause of action relate to plaintiff's purchase or lease of a Toyota vehicle that allegedly contained an undisclosed defect in the vehicle's hands-free phone system, which diminished the vehicle's value. *Id.* at ¶¶ 92-102. Plaintiff purported to represent a putative class defined as: "All citizens of the State of California, who, within the applicable statute of limitations preceding the filing of this lawsuit to the date of class certification, purchased or leased a Toyota vehicle within the State of California with a defective hands-free phone system, such that when the driver of the Toyota uses the hands-free phone system to make or receive a call the person on the other end of the call hears an echo of his or her own words." *Id.* at ¶ 3.

H. On July 26, 2021, TMS, TMNA, and TEMA removed the Action to the Central District of California, and the case was assigned Case No. 2:21-cv-06010-AB-JC. Dkt. No. 1.

I. On August 2, 2021, TMS, TMNA, and TEMA filed a motion to dismiss Plaintiff Kesselman’s class action complaint. Dkt. No. 14. TMS, TMNA, and TEMA argued that Plaintiff (i) failed to provide TMS, TMNA, and TEMA with fair notice of a “defect;” (ii) failed to allege any direct communication that would support his UCL claim based on the purported fraudulent conduct of Toyota; (iii) failed to allege particular facts showing what additional information should have been contained in any direct communication from Toyota; (iv) failed to allege the existence of a duty to disclose; and (v) failed to plausibly allege Toyota’s pre-sale knowledge of a defect. *Id.* at §§ A, B, and C.

J. On August 2, 2021, TMS, TMNA, and TEMA filed a motion to compel arbitration and stay proceedings against plaintiff Kesselman. Dkt. No. 15.

K. On August 12, 2021, Plaintiff Kirk Coviello, individually and on behalf of a putative class, filed a Class Action Petition (“*Coviello* Complaint”) against Toyota Motor Sales, U.S.A., Inc. and Toyota Motor North America, Inc., in the Superior Court of California, County of Los Angeles, Case No. 21STCV30101. The class action complaint alleges two causes of action against TMS and TMNA, including violations of California’s UCL and CLRA. *Coviello* Complaint at ¶¶ 122-145. The core factual allegations in the Related Action involve plaintiff’s purchase or lease of a Toyota vehicle that allegedly contained an undisclosed defect in the vehicle’s hands-free phone system, which diminished the vehicle’s value. *Id.* at ¶¶ 91-101. Plaintiff purported to represent a putative class defined as: “All citizens of the State of California who, within the applicable statute of limitations preceding the filing of this lawsuit to the date of class certification, purchased or leased a Toyota vehicle within the State of California with a defective hands-free phone system, such that when the driver of the Toyota uses the hands-free phone system

to make or receive a call the person on the other end of the call hears an echo of his or her own words.” *Id.* at ¶ 3.

L. On December 2, 2021, the Court denied TMS, TMNA, and TEMA’s motion to dismiss the Action without prejudice and TMS, TMNA, and TEMA’s motion to compel arbitration without prejudice since the parties were taking steps toward filing a consolidated complaint. Dkt. No. 32.

M. On December 29, 2021, Plaintiffs filed their first amended class action complaint in the Action, which added fourteen named plaintiffs in addition to Mr. Kesselman, including Karen Ambrose (Arizona), Paul Arrelano (Colorado), Steven Cecere (New York), Gary Chroniger (Maryland), Jason Donaldson (North Carolina), David Douglas (Washington), Josh Downs (Illinois), Robert Erikson (Pennsylvania), Juan Giraldo (Georgia), Sharon Menzel (Florida), Matthew Shaffer (Ohio), Wayne Slates (Oregon), Joao Sousa (New Jersey), and Mitchell Trockman (Minnesota). Dkt. No. 39 at ¶¶ 7-39. The first amended complaint defined fifteen state classes including the Arizona Class, California Class, Colorado Class, Florida Class, Georgia Class, Illinois Class, Maryland Class, Minnesota Class, New Jersey Class, New York Class, North Carolina Class, Ohio Class, Oregon Class, Pennsylvania Class, and Washington Class. *Id.* The first amended complaint also added twenty causes of action in addition to violation of California’s Unfair Competition Law and the California Consumer Legal Remedies Act, including violation of the Arizona Consumer Fraud Act, violation of the Colorado Consumer Protection Act, violation of Section 349 of the New York General Business Law, violation of Section 350 of the New York General Business Law, violation of the Maryland Consumer Protection Act, violation of North Carolina’s Unfair and Deceptive Act and Practices Act, violation of the Washington Consumer Protection Act, violation of the Illinois Consumer Fraud and Deceptive Business Practice Act,

violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law, violation no the Georgia Fair Business Practices Act, violation of the Georgia Uniform Deceptive Trade Practices Act, violation of the Florida Deceptive and Unfair Trade Practices Act, unjust enrichment under Florida law, violation of the Ohio Consumer Sales Practices Act, violation of the Oregon Unlawful Trade Practices Act, violation of the New Jersey Consumer Fraud Act, violation of the Minnesota Prevention of Consumer Fraud Act, and violation of the Minnesota Uniform Deceptive Trade Practices Act. *Id.* at ¶¶ 351-700.

N. On January 26, 2022, the Court stayed the individual case of plaintiff Kesselman pending issuance of the Ninth Circuit’s decision in *Ngo v. BMW of N. Am.*, No. 20-56027, which the parties agreed would bear on the issue of whether the *Kesselman* claims are subject to arbitration. Dkt. No. 58.

O. On January 28, 2022, TMS, TMNA, and TEMA filed their motion to dismiss the first amended complaint. Dkt. Nos. 59-60. TMS, TMNA, and TEMA’s arguments included, but were not limited to (i) Plaintiffs engaged in group pleading and did not distinguish among the corporate defendants; (ii) Plaintiffs’ consumer-fraud claims based on affirmative representations failed to allege any representations with particularity, and their nondisclosure theory similarly failed to comply with Rule 9(b), nor did they demonstrate any duty to disclose; (iii) Plaintiffs’ claims under the Arizona Consumer Fraud Act, Georgia Fair Business Practices Act, Colorado Consumer Protection Act, and Maryland Consumer Protection Act were barred by the statutes of limitations; (iv) Plaintiffs failed to identify any conduct previously deemed deceptive by an Ohio administrative rule or an Ohio state court decision; and (v) Plaintiffs failed to identify a specific

communication from any Defendant, and the similar claim based on unfairness must be dismissed as duplicative of the deception claim. Dkt. No. 59.

P. On February 17, 2022, the Court lifted the stay in the individual case of plaintiff Kesselman which the Court stayed pending the issuance of the Ninth Circuit's decision in *Ngo v. BMW of N. Am.*, Case no. 20-56027. Dkt. No. 63. The Ninth Circuit issued its decision, and the Toyota defendants did not refile its prior motion to compel arbitration. The parties also informed the Court that they agreed that the stay of Kesselman's individual case was no longer warranted. *Id.*

Q. On February 22, 2022, the *Coviello* court so ordered by stipulation of the *Coviello* parties to stay the Related Action pending the outcome of the Action and the *Freeman* Action.

R. On February 25, 2022, Plaintiffs filed their opposition to Toyota's motion to dismiss the first amended complaint in the Action. Dkt. No. 64.

S. On March 8, 2022, the Toyota defendants filed a Stipulation to Consolidate Actions to consolidate the Action and *Freeman* actions. Dkt. No. 65.

T. On March 14, 2022, the Court consolidated the Action and the *Freeman* Action and ordered Plaintiffs to file a second amended complaint and a single motion for class certification in the consolidated action. Dkt. No. 67.

U. On March 18, 2022, the Toyota defendants filed their reply in support of its motion to dismiss the first amended complaint. Dkt. No. 69.

V. On March 23, 2022, the Court ordered a continuance for Toyota's motion to dismiss the first amended complaint. Dkt. No. 73.

W. During the litigation, in addition to the Parties exchanging interrogatories, Toyota produced and Plaintiffs analyzed over 8,000 documents totaling over 90,000 pages. Toyota also conducted the deposition of 11 plaintiffs, including plaintiffs from the *Freeman* action.

X. On March 25, 2022, the Court ordered that the second amended complaint will not name TMNA or TEMA as they were dismissed from the Action. Dkt. No. 79. On March 31, 2022, the Court transferred this case from Judge Birotte to Judge Terry J. Hatter. Dkt. No. 84.

Y. On April 8, 2022, Defendant TMS filed its motion to compel arbitration of plaintiff Joao DeSousa (New Jersey). Dkt. No. 88. On May 6, 2022, plaintiffs filed an opposition to TMS's motion to compel arbitration. Dkt. No. 89. On May 20, 2022, TMS filed its reply in support of its motion to compel arbitration. Dkt. No. 91. On June 17, 2022, the Court denied TMS's motion to compel plaintiff Joao DeSousa to arbitrate his claims. Dkt. No. 94.

Z. On September 19, 2022, the Court granted in part and denied in part TMS' motion to dismiss the First Amended Complaint. The Court dismissed without prejudice plaintiffs' equitable claims based on a failure to allege legal remedies were inadequate and denied the motion to dismiss on all other grounds. Dkt. No. 97.

AA. On October 5, 2022, plaintiffs filed a second amended complaint which contained new allegations as to the newly consolidated case of *Freeman et al. v. Toyota Motor Sales, U.S.A. Inc.* Dkt. No. 98. The second amended complaint removed Sharon Menzel (Florida) and Joao Sousa (New Jersey) as plaintiffs and added plaintiff Jamie Brown (Missouri). Dkt. No. 98 at ¶¶ 7-37. The second amended complaint also did not name TMNA or TEMA as defendants. *Id.* at ¶¶ 38-42. On October 19, 2022, TMS filed its answer to the second amended complaint. Dkt. No. 100.

BB. On March 13, 2023, plaintiffs filed a third amended complaint dropping four plaintiffs and adding one new plaintiff to this Action. Dkt. No 108. The third amended complaint named eleven plaintiffs, including Glenn Kesselman (California), Karen Ambrose (Arizona), Paul Arellano (Colorado), Craig Granger (New York), David Douglas (Washington), Josh Downs (Illinois), Juan Giraldo (Georgia), Matthew Shaffer (Ohio), Wayne Slates (Oregon), Jamie Brown (Missouri), and Mitchell Trockman (Minnesota). *Id.* at ¶¶ 7-31. On March 27, 2023, TMS filed an answer to the third amended complaint. Dkt. No. 110.

CC. On March 5, 2024, plaintiffs filed their fourth amended complaint, naming plaintiffs Glenn Kesselman (California), Karen Ambrose (Arizona), Paul Arellano (Colorado), Jamie Brown (Missouri), David Douglas (Washington), Josh Downs (Illinois), Juan Giraldo (Georgia), Craig Grander (New York), Matthew Shaffer (Ohio), Wayne Slates (Oregon), and Mitchell Trockman (Minnesota). Dkt. No. 127 at ¶¶ 7-31. The complaint defined eleven state classes, including California, Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New York, Ohio, Oregon, and Minnesota. *Id.* The fourth amended complaint defined these state classes as: “All citizens of the [State] who, within the applicable statute of limitations preceding the filing of this lawsuit to the date of class certification, purchased or leased a Class Vehicle within the [State].” *Id.* The fourth amended complaint alleged fourteen causes of action, including violation of California’s Unfair Competition Law, violation of California’s Legal Remedies Act, violation of Arizona’s Consumer Fraud Act, violation of Colorado’s Consumer Protection Act, violation of Section 349 of the New York General Business Law, violation of Section 350 of the New York General Business Law, violation of the Washington Consumer Protection Act, violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, violation of the Missouri Merchandising Practice Act, violation of the Georgia Fair Business Practices Act, violation of

Ohio's Consumer Sales Practices Act, violation of Oregon's Unlawful Trade Practices Act, violation of Minnesota's Prevention of Consumer Fraud Act, and violation of Minnesota's Uniform Deceptive Trade Practices Act. *Id.* at ¶¶ 292-512.

DD. On March 19, 2024, TMS filed its answer to the fourth amended complaint. Dkt. No. 130.

EE. On June 25, 2024, the Court ordered that plaintiffs must file their motion(s) for class certification on or before October 21, 2024. Dkt. No. 132. The hearing date for the motion(s) for class certification is April 2, 2025. *Id.* The Court also held that all deadlines related to briefing and discovery in the Court's class certification briefing order, Dkt. No. 129, are vacated. *Id.*

FF. On January 6, 2025, plaintiffs filed their fifth amended complaint (the "Operative Complaint"), naming plaintiffs Glenn Kesselman (California), Kirk Coviello (California), Karen Ambrose (Arizona), Paul Arellano (Colorado), Jamie Brown (Missouri), David Douglas (Washington), Josh Downs (Illinois), Juan Giraldo (Georgia), Craig Grander (New York), Matthew Shaffer (Ohio), Wayne Slates (Oregon), and Mitchell Trockman (Minnesota). Dkt. No. 139 at ¶¶ 16-40. The Operative Complaint defines eleven state classes, including California, Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New York, Ohio, Oregon, and Minnesota. *Id.* The Operative Complaint defines these state classes as: "All citizens of the [State] who, within the applicable statute of limitations preceding the filing of this lawsuit to the date of class certification, purchased or leased a Class Vehicle within the [State]." *Id.* The Operative Complaint alleges thirteen causes of action, including violation of California's Unfair Competition Law, violation of Arizona's Consumer Fraud Act, violation of Colorado's Consumer Protection Act, violation of Section 349 of the New York General Business Law, violation of Section 350 of the New York General Business Law, violation of the Washington Consumer Protection Act,

violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, violation of the Missouri Merchandising Practice Act, violation of the Georgia Fair Business Practices Act, violation of Ohio's Consumer Sales Practices Act, violation of Oregon's Unlawful Trade Practices Act, violation of Minnesota's Prevention of Consumer Fraud Act, and violation of Minnesota's Uniform Deceptive Trade Practices Act. *Id.* at ¶¶ 319-544.

II. DEFINITIONS

A. As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated herein in their entirety by reference), the following terms have the following meanings, unless this Settlement Agreement specifically provides otherwise:

1. "Action" means *Kesselman, et al. v. Toyota Motor Sales U.S.A. Inc.*, Case No. 2:21-cv-06010-TJH-JC (C.D. Cal.).
2. "Agreement" or "Settlement Agreement" means this Settlement Agreement and the exhibits attached hereto or incorporated herein, including any subsequent amendments and any exhibits to such amendments, which are, collectively, the settlement (the "Settlement").
3. "Fifth Amended Class Action Complaint" means the Fifth Amended Class Action Complaint, Dkt. 139, filed in this Court on January 6, 2025.
4. "Attorneys' Fees, Costs, and Expenses" means such funds as may be awarded by the Court to compensate Class Counsel and other attorneys representing Plaintiffs in this Action who have assisted in conferring the benefits upon the Class under this Settlement for their fees, costs, and expenses in connection with the Settlement, as described in Section VII of this Settlement Agreement.
5. "Class" means, for settlement purposes only, all individuals or legal entities

who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) Subject Vehicles in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington. Excluded from the Class are: (a) Toyota, its officers, directors, employees, affiliates and affiliates' officers, directors and employees; distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors; (b) Plaintiffs' Counsel; and (c) judicial officers and their immediate family members and associated court staff assigned to this case.

6. "Class Counsel" means Mike Arias and M. Anthony Jenkins of Arias Sanguinetti Wang & Team LLP and Thomas P. Rosenfeld, Kevin P. Green, Daniel S. Levy of Goldenberg Heller & Antognoli, P.C.

7. "Class Member(s)" means a member of the Class.

8. "Class Representatives" or "Plaintiffs" means current or former plaintiffs Glenn Kesselman, Kirk Coviello, Karen Ambrose, Paul Arellano, Craig Granger, David Douglas, Josh Downs, Juan Giraldo, Matthew Shaffer, Wayne Slates, Mitchell Trockman, Jamie Brown, Terry Freeman and Andrew Trout.

9. "Class States" means the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

10. "Court" means the United States District Court for the Central District of California.

11. "Defendant" means Toyota.

12. "Direct Mail Outreach" means the individual correspondence, substantially in the form as attached hereto as Exhibit 4, sent to Direct Mail Recipients by the Settlement Outreach Administrator as provided in Section IV.C, below, of this Settlement Agreement.

13. “Direct Mail Recipients” means those Class Members whose Subject Vehicle is registered in a Class State as of the date such information is provided to the Settlement Outreach Administrator by IHS Markit, now part of S&P Global.

14. “Fairness Hearing” means the hearing for the purposes of the Court determining whether to approve this Settlement Agreement as fair, reasonable, and adequate, and to award Attorneys’ Fees, Costs and Expenses and Class Representative service awards.

15. “Final Effective Date” means the latest date on which the Final Approval Order and/or Final Judgment approving this Settlement Agreement becomes final. For purposes of this Settlement Agreement:

- a. if no appeal has been taken from the Final Approval Order and/or Final Judgment, “Final Effective Date” means the date on which the time to appeal therefrom has expired; or
- b. if any appeal has been taken from the Final Approval Order and/or Final Judgment, “Final Effective Date” means the date on which all appeals therefrom, including petitions for rehearing or reargument, petitions for rehearing *en banc*, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order or Final Judgment; or
- c. subject to Court approval, if Class Counsel and Toyota agree in writing, for purposes of fulfilling the terms of the Settlement Agreement, the “Final Effective Date” can occur on any other agreed date.

d. For clarity, neither the provisions of Rule 60 of the Federal Rules of Civil Procedure nor the All Writs Act, 28 U.S.C. § 1651, shall be taken into account in determining the above-stated times.

16. “Final Approval Order” means the Court’s order approving the Settlement Agreement and awarding Attorneys’ Fees, Costs and Expenses and Class Representative service awards, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 6.

17. “Final Judgment” means the Court’s final judgment, which is to be on terms substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 7.

18. “Initial Notice Date” means the date on which the notice is first disseminated by the Settlement Outreach Administrator to the Class.

19. “Long Form Notice” means the Long Form Notice substantially in the form attached hereto as Exhibit 3 that shall be available to Class Members as provided in Section IV.E., below, of this Settlement Agreement.

20. “Notice Program” means the notice plan attached hereto as Exhibit 2 and the plans and methods set forth in Section IV, below, of this Settlement Agreement.

21. “Parties” means Plaintiffs and Toyota, collectively, as each of those terms is defined in this Settlement Agreement.

22. “Plaintiffs’ Counsel” means any other attorney besides Class Counsel working on behalf of Plaintiffs in the Action.

23. “Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement as outlined in Section VIII, below, and to be substantially consistent with this Agreement. A proposed form is attached hereto as Exhibit 1.

24. “Related Action” means *Kirk Coviello v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 21STCV30101 (Superior Court of California, County of Los Angeles).

25. “Release” means the release and waiver set forth in Section VI, below, of this Settlement Agreement and in the Final Judgment and Final Approval Order.

26. “Released Parties” or “Released Party” means any Toyota entity, including, but not limited to, TEMA, TMNA, TMS and its past, present, and future parents, predecessors, successors, spin-offs, assigns, holding companies, joint-ventures and joint-venturers, partnerships and partners, members, divisions, stockholders, bondholders, subsidiaries, related companies, affiliates, officers, directors, employees, associates, dealers, including the Toyota Dealers, representatives, suppliers, vendors, advertisers, marketers, service providers, distributors and sub-distributors, repairers, agents, attorneys, insurers, administrators, and advisors. The Parties expressly acknowledge that each of the foregoing is included as a Released Party even though not identified by specific name herein.

27. “Settlement Outreach Administrator” means the Court-appointed third-party agent or administrator agreed to by the Parties and submitted to the Court for appointment to implement the Outreach Program. The Parties agree that Epiq Systems shall serve as Settlement Outreach Administrator, subject to approval by the Court.

28. “Subject Vehicles” means certain 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

29. “TEMA” means Toyota Motor Engineering & Manufacturing North America, Inc.

30. “TMNA” means Toyota Motor North America, Inc.

31. “Toyota” or “TMS” means Toyota Motor Sales, U.S.A., Inc.

32. “Toyota Dealers” means authorized Toyota dealers in the United States and all of its territories and possessions.

33. “Toyota’s Counsel” means King & Spalding LLP, Shook, Hardy and Bacon LLP, and Spertus Landes and Josephs LLP.

34. “Volume Adjustment Protocol” means the technical instructions provided to eliminate and/or minimize the Echo Issue produced during phone calls using the Subject Vehicles’ Bluetooth feature.

35. “Volume Adjustment Protocol Website” means the website portion of the Outreach Program as described in Section III.A.1.a.

B. Other capitalized terms used in this Settlement Agreement but not defined in this Section shall have the meanings ascribed to them elsewhere in this Settlement Agreement.

C. The terms “he or she” and “his or her” include “them,” “their,” “it,” or “its,” where applicable.

III. SETTLEMENT RELIEF

In consideration for the dismissal of the Action and the Related Action with prejudice, as contemplated in this Settlement Agreement, and for the full and complete Release, Final Judgment, and Final Approval Order, as further specified herein, Toyota shall provide the injunctive-only relief specified in this Section. The incidental costs and expenses associated with providing the relief and otherwise implementing the relief specified in this Section III of this Settlement Agreement shall be provided by Toyota.

A. **Outreach Program**

1. Toyota agrees to provide an Outreach Program, the goal for which is to educate Class Members about the existence of the Echo Issue and how to adjust the volume settings on their cell phones and in their Subject Vehicles in order to address the alleged Echo Issue. The Outreach Program shall be designed to significantly increase understanding of the Volume Adjustment Protocol via outreach efforts beyond those currently being used by Toyota. The multifaceted Outreach Program will include the following items:

- a. A Volume Adjustment Protocol Website, which shall contain (i) detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties, (ii) an enhanced video instructing Class Members of the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties, and (iii) a link to the Settlement website;
- b. Direct contact to Direct Mail Recipients, via U.S. Mail, or where available, by email, further described below in Section IV.C., which includes (i) information about the Echo Issue; (ii) enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties; (iii) a QR code that shall be designed to take Class Members to the Volume Adjustment Protocol Website, and (iv) a QR code which will refer the Class Member to the Settlement website;
- c. Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class

Members including directing the Class Members to the Volume Adjustment Protocol Website; and

- d. A renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

2. The Outreach Program, including access to the Volume Adjustment Protocol Settlement Website, shall begin on the Initial Notice Date and shall terminate three (3) years after the Initial Notice Date.

IV. NOTICE TO THE CLASS

A. As the Settlement Agreement releases only the rights of the Class to seek injunctive relief pursuant to Fed. R. Civ. P. 23(b)(2) and requires no release of any monetary remedies or statutory damages by any member of the Class or the Plaintiffs, the Parties agree that notice to Settlement Class Members and opt-out rights are not necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-09327-SB-JC, 2021 WL 4902398, at *4 (C.D. Cal. May 10, 2021) (“The Court therefore exercises its discretion and does not direct notice because the settlement does not alter the unnamed class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra Region*, No. LACV1502004JAKAGR, 2016 WL 7638111, at *14 (C.D. Cal. June 9, 2016) (“Because notice is optional for a Rule 23(b)(2) class ... and the Class Members’ rights will not be prejudiced by the Settlement Agreement, notice is not required for purposes of the proposed Settlement Agreement.”). However, out of an abundance of caution, certain notice has been agreed to by the Parties in conjunction with the Outreach Program.

B. Class Notice

1. Class notice as part of the Outreach Program will be accomplished through a combination of Direct Mail Outreach (by both mail and email), notice through the Settlement

website and the Volume Adjustment Protocol Website, Long Form Notice, social media notice, and such other notice as agreed to by Class Counsel or Toyota, through Toyota's Counsel, as well as those in the Preliminary Approval Order, the Notice Program and the Declaration of the Settlement Outreach Administrator (attached hereto as Exhibits 2 and 5), and this Settlement Agreement. The Notice Program shall be carried out in substantially the manner provided in this Settlement Agreement. The costs of the Notice Program, including disseminating the notice and otherwise implementing the notice specified in this Section IV of this Settlement Agreement, shall be paid by Toyota.

C. **Direct Mail Outreach**

1. Consistent with the timeline specified in the Preliminary Approval Order, the Settlement Outreach Administrator shall send the Direct Mail Outreach, substantially in the form attached hereto as Exhibit 4, by e-mail where a valid Direct Mail Recipient's e-mail address is available, or U.S. Mail, proper postage prepaid, to the current registered owners and lessees of Subject Vehicles in the Class States, as identified by data to be forwarded to the Settlement Outreach Administrator by IHS Markit, now part of S&P Global. The Direct Mail Outreach shall inform those persons of information relating to the Settlement and how to obtain the Volume Adjustment Protocol instructions via the Settlement website and/or the Volume Adjustment Protocol Website. In addition, the Settlement Outreach Administrator shall: (a) send a Direct Mail Outreach to any Direct Mail Recipient who was initially sent a Direct Mail Outreach by e-mail and was subsequently determined to be undeliverable; (b) re-mail any notices returned by the United States Postal Service with a forwarding address; (c) by itself or using one or more address research firms, as soon as practicable following receipt of any returned notices that do not include

a forwarding address, research such returned mail for better addresses and promptly mail copies of the applicable notice to any updated addresses so found.

2. The Direct Mail Outreach shall contain two QR codes. One QR code shall direct Class Members to the settlement website. The second QR code shall direct Class Members to the Volume Adjustment Protocol Website.

D. **The Settlement Website**

1. The Settlement website shall inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The website shall include, in .pdf format, materials agreed upon by the Parties and/or required by the Court, including, but not limited to, the Settlement Agreement, Frequently Asked Questions and Answers, Court documents that may be of interest to most Class Members, and a prominent link to the Volume Adjustment Protocol Website.

E. **Long Form Notice**

1. **Contents of Long Form Notice.**

The Long Form Notice shall be in a form substantially similar to the document attached to this Settlement Agreement as Exhibit 3, and shall advise Class Members of the following:

- a. **General Terms:** The Long Form Notice shall contain a plain and concise description of the nature of the Action, the history of the Action and the Related Action, the preliminary certification of the Class for settlement purposes and as a Rule 23(b)(2) class, and the Settlement Agreement, including information on the identity of Class Members, how the Settlement Agreement would provide relief to the Class and Class

Members, the Release under the Settlement Agreement, and other relevant terms and conditions.

- b. Objection to Settlement: The Long Form Notice shall inform Class Members of their right to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs and Expenses, and/or the requested Class Representative service awards, and to appear at the Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.
- c. Fees and Expenses: The Long Form Notice shall inform Class Members about the amounts being sought by Class Counsel as Attorneys' Fees, Costs and Expenses and individual awards to Class Representatives, and shall explain that Defendant will pay the fees and expenses awarded to Class Counsel and individual awards to Class Representatives in addition to amounts being made available for relief to Class Members by this Settlement Agreement.

2. Dissemination of Long Form Notice.

The Long Form Notice shall be available on the settlement website. The Settlement Outreach Administrator shall send, via first-class mail, the Long Form Notice to those persons who request it in writing or through the toll-free telephone number.

F. Settlement Toll-Free Telephone Number

The Settlement Outreach Administrator shall establish a toll-free telephone number that will provide both settlement-related information and for the Volume Adjustment Protocol to Class Members.

G. **Social Media Notifications**

The Settlement Outreach Administrator shall, pursuant to the Parties' agreement, establish a social media program that will provide settlement-related information to Class Members, which includes social media ads that target Class Members.

H. **Class Action Fairness Act Notice**

The Settlement Outreach Administrator shall send to each appropriate State and Federal official, the materials specified in 28 U.S.C. § 1715, and shall otherwise comply with its terms. The identities of such officials and the content of the materials shall be mutually agreeable to the Parties and in all respects comport with statutory obligations.

I. **Duties of the Settlement Outreach Administrator**

1. The Settlement Outreach Administrator shall be responsible for, without limitation: (a) printing, mailing or arranging for the mailing of the Direct Mail Outreach; (b) handling returned mail not delivered to Direct Mail Recipients; (c) attempting to obtain updated address information for any Direct Mail Outreach returned without a forwarding address; (d) making any additional mailings required under the terms of this Settlement Agreement; (e) responding to requests for Long Form Notice; (f) receiving and maintaining on behalf of the Court any Class Member correspondence regarding objections to the Settlement Agreement; (g) forwarding written inquiries to Class Counsel or their designee for a response, if warranted; (h) establishing a post-office box for the receipt of any correspondence; (i) responding to requests from Class Counsel and Toyota's Counsel; (j) establishing and maintaining the two websites and one toll-free voice response unit with message capabilities to which Class Members may refer for information about the Action, the Related Action, the Settlement Agreement, and the Volume Adjustment Protocol; (k) otherwise implementing and/or assisting with the dissemination of the

notice of the Settlement Agreement; and (l) coordinating with the Parties concerning any disputes by Class Members relating to the Settlement. The Settlement Outreach Administrator shall be responsible for establishing the social media program and consulting on Class Notice. The Settlement Outreach Administrator shall perform their responsibilities so as to minimize costs in effectuating the terms of this Settlement Agreement.

2. If the Settlement Outreach Administrator makes a material or fraudulent misrepresentation to any party, conceals requested material information, or fails to perform adequately on behalf of Toyota or the Class, the Parties may agree to remove the Settlement Outreach Administrator. Disputes between the Parties regarding the retention or dismissal of the Settlement Outreach Administrator shall be referred to the Court for resolution.

3. The Settlement Outreach Administrator may retain one or more persons to assist in the completion of his or her responsibilities.

4. The Settlement Outreach Administrator shall file with the Court an affidavit setting forth the details outlining the scope, method, and results of the Outreach Program by the date ordered by the Court in the Preliminary Approval Order.

5. The Settlement Outreach Administrator and the Parties shall, promptly after receipt, provide copies of any objections and/or related correspondence to each other.

V. OBJECTIONS TO SETTLEMENT

A. Any Class Member who wishes to object to the Settlement Agreement, the requested award of Attorneys' Fees, Costs, and Expenses, and/or the requested Class Representative service awards must (1) file their objection electronically with the Court on or before the date specified in the Preliminary Approval Order, or (2) mail their objection to the Clerk of the Court, Class Counsel, and Toyota's counsel with a postmark dated on or before the date specified in the Preliminary Approval Order. For an objection to be considered by the Court, the

objection must be received by the Court on or before the deadline established by the Court for submitting objections. For an objection to be considered by the Court, the objection must also set forth:

1. The case name and number of the Action;
2. The objector's full name, current residential address, mailing address (if different), telephone number, and e-mail address;
3. An explanation of the basis upon which the objector claims to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), the State in which the Subject Vehicle was purchased or leased, and the date of purchase/lease;
4. Whether the objection applies only to the objector, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence the objector believes supports the objection;
5. The number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection to this Settlement, the caption and case number of each case in which the objector has made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;
6. The full name, telephone number, mailing address, and e-mail address of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for Attorneys' Fees, Costs and Expenses;

7. The identity of all counsel representing the objector who will appear at the Fairness Hearing;

8. The number of times the objector's counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which objector's counsel has made such objection and the caption and case number of any related appeal;

9. If the Class Member or his or her counsel have not made any such prior objection, the Class Member shall affirmatively so state in the written materials provided with the objection;

10. A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;

11. A statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

12. The objector's original signature and date of signature. Each objection must be personally signed by the objector (an electronic signature or attorney's signature is not sufficient).

B. Any Class Member who fails to comply with the provisions of Section V.A., above, shall be deemed to have waived and forfeited any and all rights he or she may have to appear separately and object, whether by a subsequent objection, intervention, appeal, or any other process, and shall be bound by all the terms of this Settlement Agreement and by all proceedings, orders and judgments, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment in the Action and the Related Action. The exclusive means for any challenge to

the Settlement Agreement shall be through the provisions of this Section V. Without limiting the foregoing, any challenge to the Settlement Agreement, Final Approval Order, or Final Judgment shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through collateral proceedings.

VI. RELEASES AND WAIVER

A. The Parties agree to the following releases and waiver, which shall take effect upon the Final Effective Date.

B. Settlement Class Release

1. In consideration for the relief provided above, Class Members, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all injunctive relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action or the Related Action, including, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind seeking any

injunctive relief, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.

C. Plaintiffs' Release

1. In consideration for the relief provided above, Plaintiffs and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action and/or the Related Action, including, not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys' fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or unasserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state's or territory's deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.

D. Related Release Terms

1. If a Class Member commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be dismissed with prejudice at that Class Member's cost.

2. Notwithstanding the Releases set forth in Section VI of this Agreement, Plaintiffs and Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.

3. The Final Approval Order will reflect the terms of these Releases.

4. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.

5. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, and/or assert any suit, action, claim, and/or proceeding, whether legal, administrative, or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to claims subject to the Release.

E. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims encompassed by the Release presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action, the Related Action, and/or

the Release herein. Nevertheless, it is the intention of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, and acquit, all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action or the Related Action, to the extent they are encompassed by the Release. Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.

1. Class Representatives expressly understand and acknowledge that all Class Representatives will be deemed by the Final Approval Order and Final Judgement to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.

2. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action and/or the Related Action, including, without limitation, any claim for benefits, proceeds, or value under the Action and/or the Related Action, and that Class Representatives are not aware of anyone other than themselves claiming any

interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.

3. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees, interest, or litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys, Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

4. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees, Costs, and Expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.

5. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended in regard to the Action and/or the Related Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements.

6. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.

7. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

VII. ATTORNEYS' FEES, COSTS, AND EXPENSES AND CLASS REPRESENTATIVE SERVICE AWARDS

A. The Parties did not discuss the payment of Attorneys' Fees, Costs, and Expenses, and Class Representative service awards, until after the substantive elements of the Settlement Agreement had been agreed upon.

B. After agreeing to the principal terms set forth in this Settlement Agreement, including negotiation of the language for the Volume Adjustment Protocol and script for the video to be produced by Toyota, and after filing their Notice of Settlement in Principle with the Court on October 18, 2024 (Dkt. 133), Class Counsel and Toyota's Counsel negotiated the amount of Attorneys' Fees, Costs, and Expenses that, separate and apart from the consideration for this settlement, following application to the Court and subject to Court approval, would be paid by Toyota as the fee award and costs and expense reimbursement to Plaintiffs' Counsel. Class Counsel and Toyota's Counsel reached agreement in principle on these terms on December 2, 2024.

C. As a result of these negotiations, Class Counsel agrees to limit any petition for an award of Attorneys' Fees to the amount of \$2,850,000.00 (Two-Million and Eight-Hundred and Fifty Thousand Dollars and No Cents).

D. Additionally, as a result of additional negotiations, Class Counsel agreed to limit any petition for an award of costs and expenses in the Action to \$300,000.00.

E. The Attorneys' Fees, Costs, and Expenses awarded by the Court shall be the sole compensation paid by Toyota for all Plaintiffs' Counsel in the Action and Related Action and/or for work incurred that inured to the benefit of the Class.

F. The Parties also agreed that Class Counsel may petition the Court for Class Representative service awards of up to \$95,000.00 total for the Class Representatives.

G. Separate and apart from the consideration for this Settlement, following application to the Court and subject to Court approval, the Attorneys' Fees, Costs, and Expenses and Class Representative service awards actually awarded by the Court will be paid to an account specified by Class Counsel within thirty (30) days of the Final Effective Date.

H. No order of the Court, or modification or reversal or appeal of any order of the Court, concerning the amount(s) of any Attorneys' Fees, Costs, and Expenses awarded by the Court to Class Counsel, or concerning the amounts of Class Representative service awards that are awarded by the Court to Class Representatives, shall affect whether the Final Order and Final Judgment are final and shall not constitute grounds for cancellation or termination of the Settlement.

VIII. PRELIMINARY APPROVAL ORDER, FINAL APPROVAL ORDER, FINAL JUDGMENT, AND RELATED ORDERS

A. The Parties shall seek from the Court a Preliminary Approval Order in a form substantially similar to Exhibit 1. The Preliminary Approval Order shall, among other things:

1. Certify a settlement-only Class, approve Class Representatives as Class Representatives, and appoint Class Counsel as counsel for the Class, pursuant to Fed. R. Civ. P. 23(b)(2);
2. Preliminarily approve the Settlement Agreement;

3. Require the dissemination of the notice, through the Outreach Program, and the taking of all necessary and appropriate steps to accomplish this task;

4. Determine that Class notice and the Notice Program comply with all legal requirements, if necessary, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;

5. Schedule a date and time for a Fairness Hearing to determine whether the Settlement Agreement should be finally approved by the Court, and whether the requested Attorneys' Fees, Costs and Expenses and Class Representative service awards should be granted;

6. Require Class Members who wish to object to this Settlement Agreement to submit an appropriate and timely written statement as directed in this Settlement Agreement and Long Form Notice;

7. Require attorneys representing Class Members objecting to the Settlement Agreement, at such Class Members' expense, to file a timely notice of appearance with the Court as directed in the Long Form Notice;

8. Appoint the Settlement Outreach Administrator;

9. Authorize Toyota to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

10. Issue other related orders to effectuate the preliminary approval of the Settlement Agreement.

B. After the Fairness Hearing, the Parties shall seek to obtain from the Court a Final Approval Order and Final Judgment in the forms substantially similar to Exhibits 6 and 7, respectively. The Final Judgment and Final Approval Order shall, among other things:

1. Find that the Court has personal jurisdiction over all Class Members, that the Court has subject matter jurisdiction over the claims asserted in the Action, and that venue is proper;
2. Confirm the certification of the Class for settlement purposes only, pursuant to Fed. R. Civ. P. 23(b)(2);
3. Finally approve the Settlement Agreement, pursuant to Fed. R. Civ. P. 23;
4. Find that the Class notice and the Notice Program comply with all laws, if necessary, including, but not limited to, Fed. R. Civ. P. 23 and the Due Process Clause of the United States Constitution;
5. Award Attorneys' Fees, Costs and Expenses and Class Representative service awards;
6. Dismiss the Action with prejudice and without costs (except as provided for herein as to costs);
7. Incorporate the Release set forth in the Agreement and make the Release effective as of the date of the Final Approval Order and Final Judgment;
8. Issue a permanent injunction;
9. Authorize the Parties to implement the terms of the Settlement Agreement;
10. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order and Final Judgment, and for any other necessary purpose; and
11. Issue related Orders to effectuate the final approval of the Settlement Agreement and its implementation.

C. Within five (5) business days of the Final Effective Date, the Parties shall file a stipulation of dismissal with prejudice or substantial equivalent in the Related Action, with each party agreeing to bear their own costs in the Related Action.

IX. MODIFICATION OR TERMINATION OF THIS SETTLEMENT AGREEMENT

A. The terms and provisions of this Settlement Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that after entry of the Final Approval Order and Final Judgment, the Parties may by written agreement effect such amendments, modifications, or expansions of this Settlement Agreement and its implementing documents (including all exhibits hereto) without further notice to the Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and Final Judgment and do not limit the rights of Class Members under this Settlement Agreement.

B. This Settlement Agreement shall terminate at the discretion of either Toyota or Class Representatives, through Class Counsel, if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of the Settlement Agreement that the terminating party reasonably determine(s) is material, including, without limitation, the terms of relief, the findings, or conclusions of the Court, the provisions relating to notice, the definition of the Class, and/or the terms of the Release; or (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order and Final Judgment, or any of the Court's findings of fact or conclusions of law, that the terminating party reasonably determine(s) is material. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this Section IX.B., only after meeting and conferring in good faith with the opposing Party(ies) as to alternatives to terminating the Settlement Agreement, by a signed writing served on the other Parties no later than 20 days after

receiving notice of the event prompting the termination. The Parties will be returned to their positions status quo ante.

C. If an option to withdraw from and terminate this Settlement Agreement arises under Section IX.B. above, neither Toyota nor Class Representatives, through Class Counsel, are required for any reason or under any circumstance to exercise that option and any exercise of that option shall be in good faith.

D. If, but only if, this Settlement Agreement is terminated pursuant to Section IX.B., above, then:

1. This Settlement Agreement shall be null and void and shall have no force or effect, and no Party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section IX.D.;

2. The Parties will petition the Court to have any stay orders entered pursuant to this Settlement Agreement lifted;

3. All of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Toyota, Class Representatives, or any Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Settlement Agreement, except that the Parties shall cooperate in requesting that the Court set a new scheduling order such that no Party's substantive or procedural rights are prejudiced by the settlement negotiations and proceedings;

4. Class Representatives, on behalf of themselves and their heirs, assigns, executors, administrators, predecessors, and successors, and on behalf of the Class, expressly and affirmatively reserve and do not waive all motions as to, and arguments in support of, all claims, causes of action, or remedies that have been or might later be asserted in the Action or the Related

Action including, without limitation, any argument concerning class certification, and treble or other damages;

5. Toyota and the other Released Parties expressly and affirmatively reserve and do not waive all motions and positions as to, and arguments in support of, all defenses to the causes of action or remedies that have been sought or might be later asserted in the actions, including without limitation, any argument or position opposing class certification, liability, or damages;

6. Neither the fact of the Settlement Agreement having been made, the negotiations leading to it, nor any discovery or action taken by a Party or Class Member pursuant to this Settlement Agreement shall be admissible or entered into evidence for any purpose whatsoever, except to the extent the Settlement Agreement is filed with the Court, it can be referenced in the Action or the Related Action and any related appeal;

7. Any settlement-related order(s) or judgment(s) entered in this Action after the date of execution of this Settlement Agreement shall be deemed vacated and shall be without any force or effect;

8. All costs incurred in connection with the Settlement Agreement, including, but not limited to, notice, claims administration and customer communications are the responsibility of Toyota and will be paid by Toyota. Neither Class Representatives nor Class Counsel shall be responsible for any of these costs or other settlement-related costs; and

9. Notwithstanding the terms of this paragraph, if the Settlement is not consummated, Class Counsel may include any time spent in settlement efforts as part of any fee petition filed at the conclusion of the case, and Toyota reserves the right to object to the reasonableness of such requested fees.

X. GENERAL MATTERS AND RESERVATIONS

A. Toyota has denied and continues to deny each and all of the claims and contentions alleged in the Action and/or the Related Action, and has denied and continues to deny that it has committed any violation of law or engaged in any wrongful act that was alleged, or that could have been alleged, in the Action. Toyota believes that it has valid and complete defenses to the claims asserted against them in the Action and/or the Related Action and denies that it committed any violations of law, engaged in any unlawful act or conduct, or that there is any basis for liability for any of the claims that have been, are, or might have been alleged in the Action and/or the Related Action. Nonetheless, Toyota has concluded that it is desirable that the Action and the Related Action be fully and finally settled in the matter and upon the terms and conditions set forth in this Settlement Agreement.

B. The obligation of the Parties to conclude the Settlement Agreement is and shall be contingent upon each of the following:

1. Entry by the Court of the Final Approval Order and Final Judgment approving the Settlement Agreement, from which the time to appeal has expired or which has remained unmodified after any appeal(s); and
2. Any other conditions stated in this Settlement Agreement.

C. The Parties and their counsel agree to keep the existence and contents of this Settlement Agreement confidential until the date on which the Motion for Preliminary Approval is filed; provided, however, that this Section shall not prevent Toyota from disclosing such necessary information from this Settlement Agreement, prior to the date on which the Motion for Preliminary Approval is filed, to state and federal agencies, independent accountants, actuaries, advisors, financial analysts, insurers, or attorneys. Nor shall it prevent the Parties and their counsel from disclosing such information to persons or entities (such as experts, courts, co-counsel, and/or

administrators) to whom the Parties agree disclosure must be made to effectuate the terms and conditions of this Settlement Agreement.

D. Class Representatives and Class Counsel agree that the confidential information made available to them solely through the settlement process was made available, as agreed to, on the condition that neither Class Representatives nor their counsel may disclose it to third parties (other than experts or consultants retained by Class Representatives in connection with the Action and/or the Related Action); that it not be the subject of public comment; that it not be used by Class Representatives or Class Counsel in any way in this litigation or otherwise should the Settlement Agreement not be achieved, and that it is to be returned if a settlement is not concluded; provided, however, that nothing contained herein shall prohibit Class Representatives from seeking such information through formal discovery if not previously requested through formal discovery or from referring to the existence of such information in connection with the settlement of the Action or the Related Action.

E. Information provided by Toyota and/or Toyota's Counsel to Class Representatives, Class Counsel, Plaintiffs' Counsel, any individual Class Member, counsel for any individual Class Member, and/or administrators, pursuant to the negotiation and implementation of this Settlement Agreement, includes trade secrets and highly confidential and proprietary business information and shall be deemed "Highly Confidential" pursuant to the protective orders that have been or will be entered in the Action or the Related Action, and shall be subject to all of the provisions thereof. Any materials inadvertently produced shall, upon Toyota's request, be promptly returned to Toyota's Counsel, and there shall be no implied or express waiver of any privileges, rights, and defenses. Within ninety (90) days after the Final Effective Date (unless the time is extended by agreement of the Parties) and subject to the terms and conditions of any Confidentiality

Agreement(s) and/or Protective Order(s) entered in the Action or the Related Action, Class Counsel, Plaintiffs' Counsel, and any expert or other consultant employed by them in such capacity or any other individual with access to such documents provided by Toyota and/or Toyota's Counsel shall either: (i) return to Toyota's Counsel all such documents and materials (and all copies of such documents in whatever form made or maintained), physical evidence, and/or tangible items produced during the settlement process by Toyota and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents; or (ii) certify to Toyota's Counsel that all such documents, physical evidence, tangible items, and/or materials (and all copies of such documents in whatever form made or maintained) produced by Toyota and/or Toyota's Counsel and any and all handwritten notes summarizing, describing or referring to such documents have been destroyed, provided, however, that this Section X.E. shall not apply to any documents made part of a Court filing, nor to Class Counsel's and Plaintiffs' Counsel's work-product. Nothing in this Settlement Agreement shall affect any confidentiality order or protective order in the Action or the Related Action.

F. Toyota's execution of this Settlement Agreement shall not be construed to release – and Toyota expressly does not intend to release – any claim Toyota may have or make against any insurer for any cost or expense incurred in connection with this Settlement Agreement, including, without limitation, for Attorneys' Fees, Costs, and Expenses.

G. Class Counsel represent that: (1) they are authorized by Class Representatives to enter into this Settlement Agreement with respect to the claims in this Action; and (2) they are seeking to protect the interests of the Class.

H. Class Counsel further represent that Class Representatives: (1) have agreed to serve as representatives of the Class proposed to be certified herein; (2) are willing, able, and ready to

perform all of the duties and obligations of representatives of the Class, including, but not limited to, being involved in discovery and fact-finding; (3) have read the pleadings in the Action and the Related Action or have had the contents of such pleadings described to them; (4) are familiar with the results of the fact-finding undertaken by Class Counsel; (5) have been kept apprised of settlement negotiations among the Parties, and have either read this Settlement Agreement, including the exhibits annexed hereto, or have received a detailed description of it from Class Counsel and/or Plaintiffs' Counsel and have agreed to its terms; (6) have consulted with Class Counsel about the Action and the Related Action and this Settlement Agreement and the obligations imposed on representatives of the Class; (7) have authorized Class Counsel to execute this Settlement Agreement on their behalf; and (8) shall remain and serve as representatives of the Class until the terms of this Settlement Agreement are effectuated, this Settlement Agreement is terminated in accordance with its terms, or the Court at any time determines that said Class Representatives cannot represent the Class.

I. The Parties acknowledge and agree that no opinion concerning the tax consequences of the Settlement Agreement to Class Members is given or will be given by the Parties, nor are any representations or warranties in this regard made by virtue of this Settlement Agreement. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

J. Toyota represents and warrants that the individual(s) executing this Settlement Agreement is authorized to enter into this Settlement Agreement on behalf of Toyota.

K. This Settlement Agreement, complete with its exhibits, sets forth the sole and entire agreement among the Parties with respect to its subject matter, and it may not be altered, amended,

or modified except by written instrument executed by Class Counsel and Toyota's Counsel on behalf of Toyota. The Parties expressly acknowledge that no other agreements, arrangements, or understandings not expressed in this Settlement Agreement exist among or between them, and that in deciding to enter into this Settlement Agreement, they rely solely upon their judgment and knowledge. This Settlement Agreement supersedes any prior agreements, understandings, or undertakings (written or oral) by and between the Parties regarding the subject matter of this Settlement Agreement.

L. This Settlement Agreement and any amendments thereto shall be governed by and interpreted according to the law of the State of California notwithstanding its conflict-of-laws provisions.

M. For the purposes of settlement only, Toyota consents to the personal jurisdiction of the United States District Court for the Central District of California and any disagreement and/or action to enforce this Settlement Agreement shall be commenced and maintained only in the United States District Court for the Central District of California. However, Toyota reserves the right to contest personal jurisdiction if the Court does not approve the Settlement.

N. Whenever this Settlement Agreement requires or contemplates that one of the Parties shall or may give notice to the other, notice shall be provided by e-mail and/or next-day (excluding Saturdays, Sundays, and Federal Holidays) express delivery service as follows:

1. If to Toyota, then to:

John P. Hooper
King & Spalding LLP
1185 Avenue of the Americas
34th Floor
New York, NY 10036
Tel.: (212) 556-2220
E-mail: Jhooper@kslaw.com

2. If to the Class, then to:

Mickel M. Arias
Arias Sanguinetti Wang and Torrijos LLP
6701 Center Drive West 14th Floor
Los Angeles, CA 90045
Tel: 310-844-9696
Email: mike@asstlawyers.com

Kevin P. Green
Goldenberg Heller & Antognoli, P.C.
2227 South State Route 157
Edwardsville, Illinois 62025
Tel: 618-656-5150
E-mail: kevin@ghalaw.com

O. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a Federal Holiday, or, when the act to be done is the filing of a paper in court, a day on which weather or other conditions have made the office of the clerk of the court inaccessible, in which event the period shall run until the end of the next day that is not one of the aforementioned days. As used in this Section “Federal Holiday” includes New Year’s Day, Birthday of Martin Luther King, Jr., Presidents’ Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Patriot’s Day, Thanksgiving Day, Christmas Day, and any other day appointed as a holiday by the President, the Congress of the United States, or the Clerk of the United States District Court for the Central District of California.

P. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

Q. The Class, Class Representatives, Class Counsel, Toyota, and/or Toyota's Counsel shall not be deemed to be the drafter of this Settlement Agreement or of any particular provision, nor shall they argue that any particular provision should be construed against its drafter. All Parties agree that this Settlement Agreement was drafted by counsel for the Parties during extensive arm's length negotiations.

R. The Parties expressly acknowledge and agree that this Settlement Agreement and its exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence in any state. In no event shall this Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action or the Related Action, any other action, or in any judicial, administrative, regulatory, or other proceeding, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including, but not limited to, the Released Parties, Class Representatives, or the Class or as a waiver by the Released Parties, Class Representatives, or the Class of any applicable privileges, claims, or defenses.

S. Class Representatives, through their counsel, expressly affirm that the allegations contained in the Amended Consolidated Complaint and all prior complaints filed in the Action or the Related Action were made in good faith, but consider it desirable for the Action and the Related Action to be settled and dismissed because of the substantial benefits that the Settlement Agreement will provide to Class Members.

T. The Parties, their successors and assigns, and their counsel undertake to implement the terms of this Settlement Agreement in good faith, and to act in good faith in resolving any disputes that may arise in the implementation of the terms of this Settlement Agreement.

U. The waiver by one Party of any breach of this Settlement Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

V. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

W. The Parties, their successors and assigns, and their counsel agree to publicly support this Settlement Agreement, to cooperate fully with one another in seeking Court approval of this Settlement Agreement and to use their best efforts to affect the prompt consummation of the Settlement Agreement.

X. This Settlement Agreement may be signed with an electronic and/or scanned signature and in counterparts, each of which shall constitute a duplicate original.

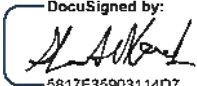
Y. In the event any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision if Toyota's Counsel,

on behalf of Toyota, and Class Counsel, on behalf of Class Representatives and Class Members, mutually agree in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Settlement Agreement. Any such agreement shall be reviewed and approved by the Court before it becomes effective.

Z. This Settlement Agreement shall be binding upon and inure to the benefit of, the successors and assigns of the Class and Toyota.

Agreed to on the date indicated below.

AGREED TO BY CLASS REPRESENTATIVES

BY:  _____
Glenn Kesselman

DATE: January 29 _____, 2025

BY: _____
Kirk Coviello

DATE: _____, 2025

BY: _____
Karen Ambrose

DATE: _____, 2025

BY: _____
Paul Arellano

DATE: _____, 2025

BY: _____
Craig Granger

DATE: _____, 2025

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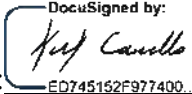
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Paul Arellano

DATE: _____, 2025

BY:  _____
Craig Granger

DATE: January 29, 2025

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David Douglas
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BY: _____
David Douglas

DATE: January 29, 2025

BY: _____
Josh Downs

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Juan Giraldo

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Matthew Shaffer

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Wayne Slates

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Mitchell Trockman

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Jamie Brown

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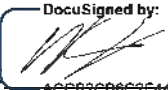
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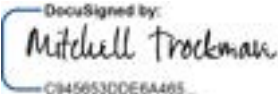
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DATE: **January, 29**, 2025

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Terry Freeman

DATE: _____, 2025

BY:  _____
Andrew Trout


DATE: **01/29** _____, 2025

APPROVED AND AGREED TO BY CLASS COUNSEL
AS AUTHORIZED BY CLASS REPRESENTATIVES

BY:  DATE: January 30, 2025
Mickel M. Arias


BY:  DATE: January 30, 2025
Kevin P. Green

APPROVED AND AGREED TO BY TOYOTA

BY 
Elizabeth Gibson
TOYOTA MOTOR NORTH AMERICA, INC.

DATE: January 28, 2025

APPROVED AND AGREED TO AS TO FORM
BY TOYOTA'S COUNSEL AS AUTHORIZED BY TOYOTA

BY 
John P. Hooper
KING & SPALDING LLP

DATE: January 28, 2025

Exhibit 1

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

GLENN KESSELMAN, *et al.*,
*individually and on behalf of similarly
situated individuals,*

Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A.,
INC., *et al.*,

Defendants.

Case No.: 2:21-cv-06010-TJH-JC
Hon. Terry J. Hatter, Jr.

**[PROPOSED] ORDER (1) GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF RULE 23(b)(2)
CLASS SETTLEMENT, CERTIFYING
SETTLEMENT CLASS, AND
DIRECTING VOLUNTARY NOTICE
TO THE CLASS; AND (2)
SCHEDULING A FAIRNESS
HEARING**

1 The Parties to the above-captioned action have agreed to a proposed Rule
2 23(b)(2) class action settlement, the terms and conditions of which are set forth in an
3 executed Settlement Agreement.¹ The Parties reached the Settlement through arm's-
4 length negotiations that lasted nearly two years. Under the Settlement Agreement,
5 subject to the terms and conditions therein and subject to Court approval, the Action
6 will be dismissed with prejudice, and proposed Class Representatives and the proposed
7 Class would fully, finally, and forever resolve, discharge, and release their claims for
8 injunctive relief against the Released Parties related to this Action in exchange for the
9 relief set forth in the Settlement Agreement.

10 This Court, with the Honorable Terry J. Hatter presiding, [conducted a hearing
11 regarding Plaintiffs' Motion for Entry of an Order Granting Preliminary Approval of
12 Class Action Settlement and Issuance of Related Orders (the "Motion").] *or* [has
13 reviewed Plaintiffs' Motion for Preliminary Approval of Class Action Settlement and
14 Memorandum of Points and Authorities (the "Motion"), and supportive documentation
15 submitted by Plaintiffs and Toyota, and determined the matter appropriate for decision
16 without oral argument. *See* Fed. R. Civ. P. 78(b); Local Rule 7-15.] Upon considering
17 the Motion and exhibits thereto, the Settlement Agreement and related documents and
18 exhibits, the record in these proceedings, the representations and recommendations of
19 counsel, and the requirements of law, the Court finds that:

- 20 i. this Court has jurisdiction over the subject matter and Parties to these
21 proceedings;
- 22 ii. the Plaintiffs have standing to seek injunctive relief;
- 23 iii. the proposed Class meets the requirements of Rule 23(a) and (b)(2) of the
24 Federal Rules of Civil Procedure and should be preliminarily certified for
25 Settlement purposes only;
- 26

27 ¹ For purposes of this Order, the Court adopts and incorporates all terms and
28 definitions set forth in the Settlement Agreement, unless otherwise defined herein,
including all exhibits and related documents thereto.

- 1 iv. the persons identified below should be appointed Class Representatives,
2 and Class Counsel for Settlement purposes only;
- 3 v. the Settlement is the result of informed, good-faith, arm’s-length
4 negotiations between the Parties and their capable and experienced counsel
5 and is not the result of collusion;
- 6 vi. the Settlement is fair, reasonable, and adequate and should be preliminarily
7 approved;
- 8 vii. the proposed Settlement is sufficiently fair, reasonable, and adequate;
- 9 viii. the proposed Outreach Program and proposed forms of voluntary notice
10 satisfy Rule 23 and Constitutional Due Process requirements and are
11 reasonably calculated under the circumstances to apprise the Class of the
12 pendency of the Action, preliminary class certification for settlement
13 purposes only, the terms of the Settlement, details regarding Class
14 Counsel’s application for an award of attorneys’ fees and expenses (“Fee
15 Application”) and request for Plaintiff service awards, and their rights to
16 object to the Settlement;
- 17 ix. good cause exists to schedule and conduct a Fairness Hearing, pursuant to
18 Rule 23(e), to assist the Court in determining whether to grant final
19 approval of the Settlement, certify the Class, for settlement purposes only,
20 and issue a Final Order and Final Judgment, and whether to grant Class
21 Counsel’s Fee Application and request for Plaintiff service awards; and
- 22 x. whether the other related matters pertinent to the preliminary approval of
23 the Settlement should also be approved.

24 Based on the foregoing, **THE COURT HEREBY GRANTS THE MOTION**
25 **FOR PRELIMINARY APPROVAL AND MAKES THE FOLLOWING**
26 **FINDINGS AND ORDERS:**

27 The Court finds that it has jurisdiction over the Action and the Parties pursuant
28 to 28 U.S.C. §§ 1331 and 1332 for purposes of settlement, and venue is proper in this

1 district pursuant to 28 U.S.C. § 1391(a). The Court shall retain continuing jurisdiction
2 for the purpose of enforcing the Settlement Agreement after the entry of a Final Order
3 and Judgment.

4 The Court further finds the Plaintiffs have standing to seek injunctive relief. *See*,
5 *e.g.*, Fifth Am. Compl. ¶¶ 12-15, 104-105; *Davidson v. Kimberly-Clark Corp.*, 889 F.3d
6 956, 969-70 (9th Cir. 2018) (citing *Lilly v. Jamba Juice Co.*, No. 13-cv-02998-JST,
7 2015 U.S. Dist. LEXIS 34498 (N.D. Cal. Mar. 18, 2015)); *In re Ring LLC Priv.*
8 *Litigation*, No. CV 19-10899-MWF (RAOx), 2023 U.S. Dist. LEXIS 235407 (C.D. Cal.
9 Dec. 20, 2023).

10 **Preliminary Class Certification for Settlement Purposes Only, and Appointment**
11 **of Class Representatives and Class Counsel**

12 1. In deciding whether to preliminarily certify a class, for settlement purposes
13 only, the Court must consider the same factors that it would consider in connection with
14 a proposed litigation class—*i.e.*, all Rule 23(a) factors and at least one subsection of
15 Rule 23(b) must be satisfied—except that the Court need not consider the manageability
16 of a potential trial, since the settlement, if approved, would obviate the need for a trial.
17 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997); *Wang v. Chinese Daily*
18 *News, Inc.*, 737 F.3d 538, 542-44 (9th Cir. 2013).

19 2. The Court finds that the requirements of Rule 23 of the Federal Rules of
20 Civil Procedure and other laws and rules applicable to preliminary settlement approval
21 of class actions have been satisfied. The proposed settlement appears to be the product
22 of serious, informed negotiations that were conducted in good faith and at arms' length
23 between the Parties' counsel and falls within the range of possible approval as fair,
24 reasonable, and adequate. *See Rodriguez v. West Publ'g Corp.*, 563 F.3d 948 (9th Cir.
25 2009). Therefore, the Court preliminarily approves the settlement of this Action as
26 memorialized in the Settlement Agreement, and finds it will be likely to certify the
27 following Rule 23(b)(2) Class, for settlement purposes only:
28

1 All individuals or legal entities who, at any time as of the
2 occurrence of the Initial Notice Date, own(ed), purchase(d),
3 or lease(d) certain 2014-2019 4Runner, 2015-2018 Avalon,
4 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019
5 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-
6 2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia,
7 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra,
8 2015 Venza, and 2018-2019 Yaris vehicles in the States of
9 Arizona, California, Colorado, Georgia, Illinois, Minnesota,
10 Missouri, New York, Ohio, Oregon, and Washington.

11 Excluded from the Class are: (a) Toyota, its officers,
12 directors, employees, affiliates and affiliates' officers,
13 directors and employees; distributors and distributors'
14 officers, directors and employees; and Toyota Dealers and
15 Toyota Dealers' officers and directors; (b) Plaintiffs'
16 Counsel; and (c) judicial officers and their immediate family
17 members and associated court staff assigned to this case.

18 3. Specifically, the Court finds, for settlement purposes, that the Class likely
19 satisfies the following factors of Rule 23(a):

20 a. Numerosity: In the Action, the owners and lessees of over 1.8 million
21 Subject Vehicles, spread out across the States of Arizona, California, Colorado,
22 Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington,
23 are members of the proposed Class. Their joinder is impracticable. Thus, the Rule
24 23(a)(1) numerosity requirement is met. *See In re Chrysler-Dodge-Jeep EcoDiesel*
25 *Mktg., Sales Pracs., & Prod. Liab. Litig. ("FCA EcoDiesel")*, No. 17-MD-02777-
26 EMC, 2019 WL 536661, at *5 (N.D. Cal. Feb. 11, 2019) (numerosity satisfied where
27 "there are approximately 100,000 vehicles that were sold or leased to consumers in the
28 United States").

1 b. Commonality: The threshold for commonality under Rule 23(a)(2) is not
2 high. The common question “must be of such a nature that it is capable of classwide
3 resolution – which means that determination of its truth or falsity will resolve an issue
4 that is central to the validity of each one of the claims in one stroke.” *Wal-Mart*
5 *Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). Here, the commonality requirement is
6 satisfied for settlement purposes because there are multiple questions of law and fact
7 that center on Toyota’s sale of Subject Vehicles equipped with allegedly defective
8 Bluetooth Echo systems, as alleged in the Fifth Amended Class Action Complaint.

9 c. Typicality: The Plaintiffs’ claims are typical of the Class for purposes of
10 this Settlement because they concern the same general alleged conduct, arise from the
11 same legal theories, and allege the same types of harm and entitlement to relief. Rule
12 23(a)(3) is therefore satisfied. *See Armstrong v. Davis*, 275 F.3d 849, 868 (9th Cir.
13 2001) (finding typicality is “satisfied when each class member’s claim arises from the
14 same course of events, and each class member makes similar legal arguments to prove
15 the defendant’s liability.”).

16 d. Adequacy: Adequacy under Rule 23(a)(4) relates to: (1) whether the
17 proposed Class Representatives have interests antagonistic to the Class; and (2)
18 whether the proposed class counsel has the competence to undertake the litigation at
19 issue. *See In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods. Liab.*
20 *Litig.* (“*VW Clean Diesel*”), No. 2672 CRB (JSC), 2017 WL 672820, at *5 (N.D. Cal.
21 Feb. 16, 2017); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998)). Rule
22 23(a)(4) is satisfied here because there are no conflicts of interest between the
23 Plaintiffs and the Class, and Plaintiffs have retained competent counsel to represent
24 them and the Class. Class Counsel here regularly engage in consumer class litigation
25 and other complex litigation similar to the present Action, and have dedicated
26 substantial resources to the prosecution of the Action. Moreover, the Plaintiffs and
27 Class Counsel have vigorously and competently represented the Class Members’
28 interests in the Action.

1 e. Injunctive Relief is Appropriate: Rule 23(b)(2) is satisfied where “the
2 party opposing the class has acted or refused to act on grounds that apply generally to
3 the class, so that final injunctive relief or corresponding declaratory relief is
4 appropriate respecting the class as a whole.” Fed. R. Civ. P. 23(b)(2). Here, as set
5 forth above, Plaintiffs’ claims regarding the allegedly defective Bluetooth Echo
6 systems and Toyota’s disclosures regarding same are generally applicable to the Class.
7 Moreover, the terms of the Settlement provide an Outreach Program to that class as a
8 whole that appears to remedy Plaintiffs’ and the Class’s claims by providing users
9 with notice of the existence of the Echo Issue, clarification and disclosure of the
10 Volume Adjustment Protocol, which alleviates an ongoing issue in the Subject
11 Vehicles and restores confidence to rely on Toyota’s future representations. *See, e.g.*,
12 Fifth Am. Compl. ¶¶ 12-15, 104-105.

13 4. After considering the application for Class Counsel, the Court hereby
14 appoints Mike Arias, Craig S. Momita, and M. Anthony Jenkins of Arias Sanguinetti
15 Wang & Team LLP and Thomas P. Rosenfeld, Kevin P. Green, and Daniel S. Levy of
16 Goldenberg Heller & Antognoli, P.C. as Class Counsel.

17 5. Class Counsel have further applied for appointment of proposed Class
18 Representatives: Glenn Kesselman, Kirk Coviello, Karen Ambrose, Paul Arellano,
19 Craig Granger, David Douglas, Josh Downs, Juan Giraldo, Matthew Shaffer, Wayne
20 Slates, Mitchell Trockman, and Jamie Brown. Having considered that application, the
21 Court hereby appoints these individuals as Class Representatives.

22 **Preliminary Approval of the Settlement**

23 6. Upon preliminary evaluation, there are no indications that the settlement
24 is the product of fraud or overreaching by, or collusion between, the negotiating parties.
25 *See Allen v. Bedolla*, 787 F.3d 1218, 1224 (9th Cir. 2015); *see also In re Bluetooth*
26 *Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). The settlement appears
27 to be the result of extensive, good-faith, arm’s-length negotiations that took place
28 between the parties by counsel who are experienced in similar litigation, and which

1 followed substantial discovery that was sufficient to enable counsel and the Court to
2 make informed decisions. *See Manual for Complex Litigation (Third)* § 30.42 (West
3 1995) (“A presumption of fairness, adequacy, and reasonableness may attach to a class
4 settlement reached in arm’s-length negotiations between experienced, capable counsel
5 after meaningful discovery.”).

6 7. The proposed Settlement Agreement provides the following injunctive-
7 only relief to the Class:

8 An Outreach Program that shall be used to educate Class Members on the
9 existence of the Echo Issue as well as clarification and disclosure of a procedure for
10 adjusting the volume settings on cell phones and in the Subject Vehicles in order to
11 address the alleged Echo Issue.² The Outreach Program consists of the following:

- 12 • Volume Adjustment Protocol Website, which shall contain (i) detailed
13 customer instructions related to the Volume Adjustment Workaround, (ii)
14 an enhanced video instructing Class Members of the Volume Adjustment
15 Workaround, and (iii) a link to the Settlement website;
- 16 • Direct contact to Direct Mail Recipients via U.S. Mail, or where available,
17 by email, further described below in Section IV.B of the Settlement
18 Agreement, which includes (i) enhanced instructions for the Volume
19 Adjustment Workaround; (ii) a QR code that shall be designed to take
20 Class Members to the Volume Adjustment Protocol Website, and (iii) a
21 QR code which will refer the Class Member to the Settlement website;
- 22 • A social media program which includes social media ads that target Class
23 Members that will provide settlement-related information to Class
24 Members including directing the Class Members to the Volume
25 Adjustment Protocol Website; and

26
27 _____
28 ² The Echo Issue presents itself when the driver of the Toyota vehicle uses the hands-
free phone system to make or receive a call, the person on the other end of the call
hears an echo of his or her own words.

- A renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

8. The release applicable to the Class Members is only a release of claims for injunctive relief. The named plaintiffs will release all claims.

9. The Court concludes that the proposed settlement between the parties is sufficiently fair, adequate, and reasonable to warrant preliminary approval. The Court finds that the settlement provides meaningful injunctive relief to the Class, including the disclosure of the existence of the Echo Issue, plus clarification and disclosure of the Volume Adjustment Protocol, without requiring Class Members to release claims for monetary damages. *See Campbell v. Facebook Inc.*, 951 F.3d 1106, 1123 (9th Cir. 2020) (affirming approval of injunctive relief class action settlement that provided targeted relief in the form of disclosures by defendant without waiving class members' claims for monetary damages). As set forth above, that relief provides remedies to the actual and imminent harms described in the Fifth Amended Complaint. Further, there is a sufficient "record supporting the conclusion that the proposed settlement will likely earn final approval after notice and an opportunity to object." Fed. R. Civ. P. 23(e)(1), 2018 advisory committee notes. The Court finds that it will likely be able to approve the proposed Class under Rule 23(e)(2), and because the Class and its representatives likely meet all relevant requirements of Rule 23(a) and Rule 23(b)(2).

Approval of the Notice Program and Direction to Effectuate the Voluntary

Notice

10. The proposed settlement in this Action is an injunctive only Federal Rule of Civil Procedure 23(b)(2) settlement, which requires no release of any monetary remedies or statutory damages by any member of the Class or the Plaintiffs. Under Rule 23(c)(2)(A), "the court may direct appropriate notice to the class" of a 23(b)(2) settlement, and the more strict notice requirements of a 23(b)(3) damages settlement do not apply. In (b)(2) settlements, courts frequently determine notice to Class Members

1 and opt-out rights are not necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-
2 09327-SB-JC, 2021 WL 4902398, at *4 (C.D. Cal. May 10, 2021) (“The Court therefore
3 exercises its discretion and does not direct notice because the settlement does not alter
4 the unnamed class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra*
5 *Region*, No. LACV1502004JAKAGR, 2016 WL 7638111, at *14 (C.D. Cal. June 9,
6 2016) (“Because notice is optional for a Rule 23(b)(2) class ... and the Class Members’
7 rights will not be prejudiced by the Settlement Agreement, notice is not required for
8 purposes of the proposed Settlement Agreement.”). However, out of an abundance of
9 caution, certain notice has been agreed to by the Parties in conjunction with the
10 Outreach Program.

11 11. The Court has considered the form and content of the Notice Program
12 (copies of which are attached to the Settlement Agreement), and finds that the Notice
13 Program and methodology as described in the Settlement Agreement and in the
14 Declaration of the Settlement Outreach Administrator: (a) meet the requirements of due
15 process and Federal Rules of Civil Procedure 23(c) and (e); (b) constitutes the best
16 notice practicable under the circumstances to all persons entitled to notice; and (c)
17 satisfies the Constitutional requirements regarding notice.

18 12. In addition, the Court finds that the Notice Program: (a) apprises Class
19 Members of the pendency of the Action, the terms of the proposed settlement, their
20 rights and deadlines under the settlement; (b) is written in simple terminology; (c) is
21 readily understandable by Class Members; (d) provides sufficient notice of Class
22 Counsel’s request for attorneys’ fees and costs and Plaintiff service awards; and (e)
23 complies with the Federal Judicial Center’s illustrative class action notices.

24 13. The Court hereby approves the Notice Program and the methodology
25 described in the Settlement Agreement and in the Declaration of the Settlement
26 Outreach Administrator in all respects, and it hereby orders that notice be commenced
27 no later than [insert date].

28 14. The Court understands, however, that the Parties must obtain Toyota

1 customer data from a third party before distribution of the Direct Outreach Notice, and
2 that the time within which that data can be obtained is not certain. The Parties have
3 proposed S&P Global Automotive, and the Court approves their selection.

4 15. Direct Outreach Notice to the persons identified by S&P shall be
5 substantially completed in accordance with the Outreach Program. Toyota is hereby
6 ordered to obtain, through the Settlement Outreach Administrator, such vehicle
7 registration information through S&P Global Automotive, which specializes in
8 obtaining such information, from the applicable Departments of Motor Vehicles or
9 equivalents.

10 16. The Court authorizes the Settlement Outreach Administrator, through data
11 aggregators or otherwise, to request, obtain and utilize vehicle registration information
12 from the applicable Departments of Motor Vehicles or equivalents for the purposes of
13 identifying the identity of and contact information for purchasers and lessees of Class
14 Vehicles. Vehicle registration information includes, but is not limited to, owner/lessee
15 name and address information, registration date, year, make, and model of the vehicle.

16 17. The Parties have also proposed the appointment of Cameron Azari of Epiq
17 Solutions as Settlement Outreach Administrator. Having considered his resume and
18 declaration, the Court hereby approves his appointment.

19 18. The Settlement Outreach Administrator shall send the Direct Outreach
20 Notice, substantially in the form attached to the Settlement Agreement as Exhibit [#],
21 by e-mail and/or first-class U.S. Mail, proper postage prepaid to Direct Mail Recipients,
22 as identified by data to be provided to the Settlement Outreach Administrator by S&P
23 Global Automotive. The mailings of the Direct Outreach Notice to the persons
24 identified by the Settlement Outreach Administrator shall be substantially completed by
25 [insert date].

26 19. The Court further approves, as to form and content, the Long Form Notice,
27 which is attached to the Settlement Agreement as Exhibit 3. The Court also approves
28 the establishment of an internet website for the Settlement. The website shall conform

1 to the terms of the Settlement Agreement, and shall include documents relating to the
2 settlement, orders of the Court relating to the settlement and such other information as
3 Toyota and Class Counsel mutually agree would be beneficial to potential Class
4 Members. The website will also include a link to a Volume Adjustment Protocol
5 Website, which shall contain (i) detailed customer instructions related to the Volume
6 Adjustment Protocol, the language of which has been negotiated and agreed to by the
7 Parties, (ii) an enhanced video instructing Class Members of the Volume Adjustment
8 Protocol, the script for which has been negotiated and agreed to by the Parties, and (iii)
9 a link to the Settlement website.

10 20. Toyota shall pay the costs of the Notice and Outreach Program in
11 accordance with the Settlement Agreement. The Parties are hereby authorized to
12 establish the means necessary to implement the notice and/or other terms of the
13 Settlement Agreement.

14 **Fairness Hearing and Objections**

15 21. The Fairness Hearing is set for [insert date], 2025 at [#]:[##] a./p.m.. The
16 Fairness Hearing will be held before the Honorable Terry J. Hatter Jr. at the United
17 States District Court, Central District of California, First Street Courthouse, 350 W.
18 First Street, Courtroom 9C, Los Angeles, CA 90012, to consider, *inter alia*, the
19 following: (a) whether the Class should be certified for settlement purposes; (b) whether
20 the settlement and Settlement Agreement should be finally approved as fair, reasonable
21 and adequate; and (c) whether to approve Class Counsel Attorneys' Fees and Expenses
22 ("Fee Request") and individual awards to the Plaintiffs.

23 22. Any Class Member who wishes to object to the Settlement or Fee Request
24 or service awards to the Plaintiffs must file with the Court, on or before [insert date],
25 2025 or to send to the Clerk of the Court, Class Counsel and Toyota's Counsel with a
26 postmark dated on or before [insert date], a written statement of his, her, and/or their
27 objections. The addresses for the Clerk of Court and counsel for the Parties is as
28 follows:

1 **Clerk of Court**

2 United States District Court for the Central District of California
3 First Street Courthouse
4 350 W. First Street, Courtroom 9C
5 Los Angeles, CA 90012
6

7 Addresses of Class Counsel and Toyota’s Counsel are as follows:
8

9 **Class Counsel**

10 Mickel M. Arias
11 Arias Sanguinetti Wang & Team LLP
12 6701 Center Drive West 14th Floor
13 Los Angeles, CA 90045
14 Email: mike@aswtlawyers.com
15

16 Kevin P. Green
17 Goldenberg Heller & Antognoli, P.C.
18 2227 South State Route 157
19 Edwardsville, IL 62025
20 Email: kevin@ghalaw.com
21

22 **Toyota’s Counsel**

23 John P. Hooper
24 King & Spalding LLP
25 1185 Avenue of the Americas
26 New York, NY 10036
27 Email: jhooper@kslaw.com
28

1 23. For an objection to be considered by the Court, the objection must comply
2 with the terms of the Settlement Agreement and the Long Form Notice.

3 24. No objection that fails to satisfy these requirements and any other
4 requirements found in the Long Form Notice shall be considered by the Court.

5 25. The filing of an objection shall allow Class Counsel or counsel for Toyota
6 to, at their discretion, notice the deposition of the objecting Class Member and/or to
7 seek the production of documents and tangible things relevant to the objections on an
8 expedited basis, so as to promote and ensure the efficient administration of justice, the
9 timely resolution of objections and of this settlement, and the orderly presentation of
10 any Class Member's objection to the settlement, in accordance with the due process
11 rights of all Class Members. Consistent with these objectives, service of a deposition
12 notice and/or a request to produce documents and tangible things in lieu of a formal
13 subpoena shall be sufficient. Likewise, any such deposition may take place remotely,
14 or at an agreed upon location at an agreed upon date and time, but, in no event more
15 than 15 days following service of a deposition notice, a request to produce documents
16 and other tangible things. Any objections to the scope of a deposition notice or a request
17 to produce documents or other tangible things issued or served in connection with this
18 provision shall be brought before this Court for resolution on an expedited basis.

19 26. The Court may take such action it deems just and appropriate in the event
20 an objecting Class Member fails to appear for deposition or comply with a request to
21 produce documents or other tangible things.

22 27. If the Court determines the objection is frivolous or made for an improper
23 purpose, the Court may take such action it deems just and appropriate. Prior to doing
24 so, however, the Court may allow an objector to voluntarily withdraw their objection.

25 28. Class Counsel's Fee Request shall be filed no later than [insert date].
26 Copies of Class Counsel's Fee Request shall be posted on the settlement website.

27 29. Plaintiffs shall file their motion for final approval, which shall include
28 Plaintiffs' response to validly submitted objections (if any), and Class Counsel's Fee

1 Request, no later than [insert date]. Copies of Plaintiffs’ motion for final approval and
2 Class Counsel’s Fee Request shall be posted on the settlement website.

3 Any Class Member who files and serves a written objection may appear at the
4 Fairness Hearing, either in person or through personal counsel hired at the Class
5 Member’s expense, and may be heard, to the extent allowed by the Court, either in
6 support of or in opposition to the settlement and/or the Fee Request. However, no
7 Class Member shall be heard at the Fairness Hearing unless such person files a
8 “Notice of Intent to Appear in *Kesselman et al. v. Toyota Motor Sales, U.S.A., Inc.*”
9 with the Clerk of Court and delivers it to Class Counsel and to Toyota’s Counsel on or
10 before the date listed in the deadlines chart below. In the notice, the Class Member
11 must include his/her/their name, address, telephone number, the make, model year,
12 and VIN number of his/her/its Subject Vehicle(s), and a signature.

13 30. Class Members who intend to object at the Fairness Hearing must also
14 have followed the procedures for objecting in writing as set forth in this Order. Class
15 Members or their attorneys who intend to make an appearance at the Fairness Hearing
16 must deliver a notice of intention to appear to Class Counsel and to Toyota’s Counsel,
17 and file said notice with the Court, at least 10 days before the Fairness Hearing.

18 31. The deadlines set forth in this Order, including the date and time of the
19 Fairness Hearing, shall be subject to extension by the Court without further notice to
20 the Class Members other than that which may be posted at the Court, and/or the
21 settlement website at [www.\[website\].com](http://www.[website].com). Class Members should check the settlement
22 website regularly for updates and further details regarding the settlement and extensions
23 of the deadlines thereunder.

24 32. The Court retains jurisdiction to consider all further applications arising
25 out of or in connection with the settlement. The Court may approve the settlement, with
26 such modifications as may be agreed to by the Parties to the settlement, if appropriate,
27 without further notice to the Class, except that notice of such modifications shall be
28 posted on the settlement website.

1 33. Not later than [#] days before the date of the Fairness Hearing, the
2 Settlement Outreach Administrator shall file with the Court the details outlining the
3 scope, methods of distribution, and results of the Notice Program.

4 **Stay/Bar of Other Proceedings**

5 34. Pending the Fairness Hearing and the Court’s decision whether to finally
6 approve the settlement, all proceedings in the Action, other than proceedings necessary
7 to carry out or enforce the Settlement Agreement or this Order, are stayed and
8 suspended, until further order from this Court. The Court further enjoins potential Class
9 Members from challenging in any action or proceeding any matter covered by this
10 Settlement Agreement, except for proceedings in this Court to determine whether the
11 Settlement Agreement will be given final approval. Pursuant to 28 U.S.C. § 1651(a) and
12 2283, the Court finds that issuance of this preliminary injunction is necessary and
13 appropriate in aid of the Court’s continuing jurisdiction and authority over the Action.
14 Upon final approval of the settlement, all Class Members shall be forever enjoined and
15 barred from asserting any of the matters, claims or causes of action released pursuant to
16 the Settlement Agreement against any of the Released Parties, and any such Class
17 Member shall be deemed to have forever released any and all such matters, claims, and
18 causes of action as provided for in the Settlement Agreement.

19 **Settlement Deadlines**

20 35. The Court hereby establishes the following schedule, in accordance with
21 the Parties’ Settlement Agreement, which shall govern the settlement proceedings in
22 this Action unless continued or otherwise modified by the Court:
23

EVENT	DEADLINES
Toyota’s Counsel shall provide to the Settlement Outreach Administrator a list of all counsel for anyone who has then-pending economic-loss litigation against Toyota	No later than 15 days after Preliminary Approval Order

<p>1 relating to the instant Bluetooth Echo 2 allegations involving the Subject Vehicles in 3 California courts and/or otherwise covered 4 by the Release, other than those counsel in 5 the Action</p>	
<p>6 Settlement Website, Volume Adjustment 7 Protocol Website, Toll-Free Number go live, 8 informational press release distributed on PR 9 Newswire, (the “Initial Notice Date”)</p>	<p>No later than 30 days after Preliminary Approval Order</p>
<p>10 Digital Notice to begin running, sponsored 11 search listings acquired, and Direct Mail 12 Outreach to begin</p>	<p>As soon as practicable after Initial Notice Date, but no later than 90 days after Preliminary Approval Order</p>
<p>14 Plaintiffs’ Motion, Memorandum of Law and 15 Other Materials in Support of their 16 Requested Award of Attorneys’ Fees, 17 Reimbursement of Expenses, and Request 18 for Plaintiff Service Awards to be Filed with 19 the Court</p>	<p>No later than 155 days after Preliminary Approval Order</p>
<p>20 Direct Outreach Notice to be Substantially 21 Completed</p>	<p>No later than 155 days after Preliminary Approval Order</p>
<p>22 Settlement Outreach Administrator Shall 23 File the Results of the Dissemination of the 24 Notice with the Court</p>	<p>No later than 170 days after Preliminary Approval Order</p>
<p>25 Deadline for filing an objection 26 electronically with the Court or postmark 27 deadline to mail the objection to the Clerk of 28</p>	<p>No later than 180 days after Preliminary Approval Order</p>

1 2 3 4 5 6 7 8 9 10	the Court, Class Counsel, and Toyota’s Counsel	
	Parties’ Motion for Final Approval, Memoranda of Law, and Other Materials in Support of Final Approval to be Filed with the Court	14 days before Final Fairness Hearing
	Fairness Hearing	[insert date] at [#]:[##] a./p.m. (No earlier than 208 days after Preliminary Approval Order)

Effect of Failure to Approve the Settlement or Termination

11 36. In the event the Settlement is not approved by the Court, or for any reason
12 the Parties fail to obtain a Final Order and Final Judgment as contemplated in the
13 Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the
14 following shall apply:

15 a. The Settlement Agreement shall be null and void and shall have no force
16 or effect, and no Party to the Agreement shall be bound by any of its terms, except for
17 the terms of Section IX.D of the Agreement;

18 b. The Parties will petition the Court to have any stay orders entered
19 pursuant to this Agreement lifted;

20 c. All of its provisions, and all negotiations, statements, and proceedings
21 relating to it shall be without prejudice to the rights of Toyota, Plaintiffs or any Class
22 Member, all of whom shall be restored to their respective positions existing
23 immediately before the execution of the Agreement, except that the Parties shall
24 cooperate in requesting that the Court set a new scheduling order such that no Party’s
25 substantive or procedural rights are prejudiced by the settlement negotiations and
26 proceedings;

27 d. Plaintiffs and all other Class Members, on behalf of themselves and their
28 heirs, assigns, executors, administrators, predecessors, and successors, expressly and

1 affirmatively reserve and do not waive all motions as to, and arguments in support of,
2 all claims, causes of actions or remedies that have been or might later be asserted in
3 the Actions including, without limitation, any argument concerning class certification,
4 and treble or other damages;

5 e. Toyota and the other Released Parties expressly and affirmatively reserve
6 and do not waive all motions and positions as to, arguments in support of, and
7 substantive and procedural rights as to all defenses to the causes of action or remedies
8 that have been sought or might be later asserted in the actions, including without
9 limitation, any argument or position opposing class certification, liability or damages;

10 f. Neither the Agreement, the fact of its having been made, nor the
11 negotiations leading to it, nor any discovery or action taken by a Party or Class
12 Member pursuant to the Agreement shall be admissible or entered into evidence for
13 any purpose whatsoever;

14 g. Any settlement-related order(s) or judgment(s) entered in this Action
15 after the date of execution of this Agreement shall be deemed vacated and shall be
16 without any force or effect; and

17 h. All costs incurred in connection with the Settlement, including, but not
18 limited to, notice, publication, and customer communications, shall be paid by Toyota.
19 Neither Plaintiffs nor Class Counsel shall be responsible for any of these costs or
20 other settlement-related costs.

21 **General Provisions**

22 37. The Parties are authorized to take all necessary and appropriate steps to
23 establish the means necessary to implement the Settlement Agreement. Class Counsel
24 and Toyota's Counsel are hereby authorized to use all reasonable procedures in
25 connection with approval and administration of the settlement that are not materially
26 inconsistent with this Order or the Settlement Agreement, including making, without
27 further approval of the Court, minor changes to the Settlement Agreement, to the form
28 or content of the Notice or to any other exhibits that the Parties jointly agree are

1 reasonable or necessary.

2 38. As set forth in the Settlement Agreement, if the Settlement Agreement is
3 not finally approved by the Court or is terminated for any reason (in whole or in part)
4 the settlement will be rescinded and will be without further legal effect. The Parties will
5 then litigate the lawsuit as if this settlement had never occurred, without prejudice to
6 any claims or defenses they may have. Pursuant to Fed. R. Evid. 408, the settlement,
7 the Settlement Agreement, and all related briefing, arguments, transcripts, and
8 documents will be inadmissible in any proceeding to prove or disprove the validity of
9 any claim, defense, or allegation asserted in the Action. The provisional certification of
10 the Class pursuant to this Order shall be vacated automatically and the Action shall
11 proceed as though the Class had never been certified. The Parties shall have all of the
12 rights, defenses, and obligations they would have had absent the Settlement Agreement.

13 39. The terms and provisions of the Settlement Agreement may be amended,
14 modified, or expanded by written agreement of the Parties and approval of the Court;
15 provided, however, that after entry of the Final Order and Final Judgment, the Parties
16 may by written agreement effect such amendments, modifications, or expansions of this
17 Settlement Agreement and its implementing documents (including all exhibits) without
18 further notice to the Class or approval by the Court if such changes are consistent with
19 the Court's Final Order and Final Judgment and do not limit the rights of Class Members
20 under the Settlement Agreement.

21 40. Any confidential information made available to Plaintiffs and Class
22 Counsel solely through the settlement process shall not be disclosed to third parties
23 (other than experts or consultants retained by Plaintiffs in connection with the Action);
24 shall not be the subject of public comment; shall not be used by Plaintiffs or Class
25 Counsel in any way in this litigation or otherwise should the Settlement Agreement not
26 be achieved; and shall be returned if a settlement is not concluded; provided, however,
27 that nothing contained herein shall prohibit Plaintiffs from seeking such information
28 through formal discovery if not previously requested through formal discovery or from

1 referring to the existence of such information in connection with the settlement of the
2 Action.

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IT IS SO ORDERED:

Date: _____

HONORABLE TERRY J. HATTER, JR.
UNITED STATES DISTRICT JUDGE

Exhibit 2

Kesselman v. Toyota Motor Sales Settlement Notice Program

This Notice Program document describes the Settlement Notice Plan (“Notice Plan” or “Notice Program”) proposed here for *Kesselman, et al. v. Toyota Motor Sales U.S.A. Inc.*, Case No. 2:21-cv-06010-TJH-JC pending in the United States District Court for the Central District of California. Epiq designed this Notice Program based on our extensive prior experience and research into the notice issues particular to this Settlement. We designed a Notice Program that is the best notice practicable under the circumstances to provide notice to the Class.

As the Settlement Agreement releases only the rights of the Class to seek injunctive relief pursuant to Fed. R. Civ. P. 23(b)(2) and requires no release of any monetary remedies or statutory damages by any member of the Class or the Plaintiffs, the Parties agree that notice to Settlement Class Members and opt-out rights are not necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-09327-SB-JC, 2021 WL 4902398, at *4 (C.D. Cal. May 10, 2021) (“The Court therefore exercises its discretion and does not direct notice because the settlement does not alter the unnamed class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra Region*, No. LACV1502004JAKAGR, 2016 WL 7638111, at *14 (C.D. Cal. June 9, 2016) (“Because notice is optional for a Rule 23(b)(2) class ... and the Class Members’ rights will not be prejudiced by the Settlement Agreement, notice is not required for purposes of the proposed Settlement Agreement.”). However, out of an abundance of caution, certain notice has been agreed to by the Parties in conjunction with the Outreach Program.

It is my understanding from reviewing the Parties’ Settlement Agreement that the following Class will be certified for settlement purposes only.

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

“Subject Vehicle” is defined as certain 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

Excluded from the Class are: (a) Toyota, its officers, directors, employees, affiliates and affiliates’ officers, directors and employees; distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Plaintiffs’ Counsel; and (c) judicial officers and their immediate family members and associated court staff assigned to this case.

Given our experience with similar notice efforts, we expect that the Notice Program will reach approximately 90% of the identified Direct Notice Recipients with a frequency of three times. The reach to the Class will be further enhanced by, among others, a targeted online media effort,

an informational release, sponsored search listings, and a settlement website. Based on experience, the projected reach of the Notice Program is consistent with other court approved notice plans, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.¹

The Notice Program includes the following components:

- Direct Notice via email and/or postcard sent by first-class U.S. mail to reasonably identifiable Direct Notice Recipients;
- Social media and online display advertising in Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington (“Class States”) through the *Google Display Network* in English and Spanish and *Facebook*, and *Instagram* in English;
- An informational website will be established and will contain important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, a link to the Volume Adjustment Protocol Website, and other important case information;
- To facilitate locating the settlement website, sponsored search listings will be acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!*, and *Bing*;
- A toll-free telephone number will be established for Class Members;
- An informational release will be distributed nationwide in English and Spanish on PR Newswire; and
- CAFA Notice will be sent to appropriate state, federal, and U.S. Territory government officials.

NOTICE PROGRAM METHODOLOGY

Federal Rule of Civil Procedure 23(c)(2)(B) states that for Rule 23(b)(3) classes, 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.”²

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

² Fed. R. Civ. P. 23(c)(2)(B).

Notwithstanding the fact that this is a Rule 23(b)(2), injunctive-only settlement, and notice is not required, the Notice Program still satisfies these requirements.

NOTICE PROGRAM DETAIL

Data Acquisition. Epiq will be provided with the list of applicable Vehicle Identification Numbers (“VIN LIST”) from Toyota. Epiq will send the VIN LIST to S&P Global Automotive, formerly known as Polk (“Polk”), to purchase data containing identifying information and last known mailing addresses corresponding with the VINs provided by Toyota.³

Polk collects and analyzes automotive related data, and to the extent Polk does not already have the needed Class Members’ vehicle and contact information in its existing database, Polk will use the VINs to be provided by Toyota to request and obtain Subject Vehicle and owner contact information from the respective state Departments of Motor Vehicles (collectively “State DMVs”).⁴

After receipt of the name and address data from Polk, Epiq will utilize reliable a third-party look-up service to obtain corresponding email addresses for as many identified Class Members as possible.

The Class Member data will be used to provide individual notice to identified Class Members. An Email Notice will be sent to all identified Class Members for whom a valid email address can be obtained. A postcard notice will be sent via United States Postal Service (“USPS”) first class mail to all identified Class Members with an associated physical mailing address for whom an email address is not available or for whom the Email Notice is undeliverable after multiple attempts (“Postcard Notice”).

INDIVIDUAL NOTICE

Individual Notice – Email. Epiq will send an email notice to all identified Direct Notice Recipients for whom a valid email address is available (“Email Notice”). The following industry standard best practices will be followed for the Email Notice efforts. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy-to-read text without graphics, tables, images, attachments, and other elements that would increase the likelihood that

³ For Polk to obtain and/or release this type of information for purposes of sending notice to Class Members, a Court Order authorizing Polk to obtain Subject Vehicle owner information from the relevant state DMVs is needed because the Driver’s Privacy Protection Act (“DPPA”), 18 U.S.C. § 2721, *et seq.*, requires states to protect the privacy of personal information contained in a person’s motor vehicle record.

⁴ Based on Epiq’s experience with handling other automotive class action cases, Epiq anticipates that up to 90 days will be needed to obtain the Class Members’ respective vehicle and contact information through Polk. This is from the date Epiq receives the VINs from Toyota, and the required Court order authorizing Polk to obtain Class Member contact and vehicle information from the relevant State DMVs.

the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the settlement website. By clicking the link, recipients will be able to access the Long Form Notice and other information about the Settlement.

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

Individual Notice – Direct Outreach. Epiq will send a Postcard Notice to all identified Direct Notice Recipients with an associated physical mailing address for whom a valid email address is not available, or for whom the Email Notice is undeliverable after multiple attempts. The Postcard Notice will be sent via USPS first class mail. The Postcard Notice will clearly and concisely summarize the legal rights of the Class Members. The Postcard Notice will also direct the recipients to the settlement website where they can access the Long Form Notice and additional information about the Settlement.

Prior to sending the Postcard Notices, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure address information is up-to-date and accurately formatted for mailing.⁵ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the ZIP code, and will be 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.

The return address on the Postcard Notices will be a post office box that Epiq will maintain for this Settlement. The USPS will automatically forward Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly remailed.

⁵ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

PAID MEDIA NOTICE

Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to MRI-Simmons data,⁶ 97% of adults aged 18+ in the United States are online and 84% of all adults aged 18+ use social media.⁷

The Notice Program includes targeted digital advertising on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories (“Digital Notice”). The Digital Notices will also be placed on the social media sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 193 million users⁸ and *Instagram* has 169 million active users in the United States.⁹

The Digital Notices will be targeted to selected audiences in Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington who have shown an interest or affinity for content related to the Subject Vehicles defined above. Additionally, a List Activation campaign will also be utilized to reach Class Members by matching online consumer profiles with the known emails of Class Members. The Digital Notice will then be served directly to those individuals.

The Digital Notices will be designed to encourage participation by 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 will use language from the Long Form Notice headline, which will allow users to identify themselves as potential Class Members. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

More details regarding the target audiences, distribution, and specific ad sizes of the Digital Notices, are included in the following table.

⁶ 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.

⁷ MRI-Simmons 2024 Survey of the American Consumer®.

⁸ Statista Digital 2024: April Global Statshot Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the 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.

⁹ Statista Digital 2024: Global Overview Report.

<i>Network/Property</i>	<i>Target/Distribution</i>	<i>Ad Sizes</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Adults 18+	300x250, 728x90, 300x600, 970x250	3,000,000
<i>Google Display Network</i>	Adults 18+ and Affinity Target ¹⁰ for certain Toyota makes and models	300x250, 728x90, 300x600, 970x250	2,500,000
<i>Google Display Network</i>	Adults 18+ and Intent Target ¹¹ for certain Toyota makes and models	300x250, 728x90, 300x600, 970x250	2,500,000
<i>Google Display Network</i>	List Activation Targeting	300x250, 728x90, 300x600, 970x250	5,550,000
<i>Instagram</i>	Adults 18+ and POLK targeting for certain Toyota makes and models ¹²	Newsfeed	2,000,000
<i>Instagram</i>	Adults 18+ and interest in Toyota	Newsfeed	2,000,000
<i>Facebook</i>	Adults 18+ and POLK targeting for certain Toyota makes and models	Newsfeed & RHC	2,500,000
<i>Facebook</i>	Adults 18+ and interest in Toyota	Newsfeed & RHC	2,000,000
TOTAL			22,050,000

Combined, more than 22 million targeted impressions will be generated by the Digital Notices.¹³ The Digital Notices will run for approximately thirty days. Clicking on the Digital Notices will link the reader to the settlement website, where they can easily obtain detailed information about the Settlement.

SPONSORED SEARCH LISTINGS

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

¹⁰ “Custom Affinity Target” allows us to target specific websites, keywords, and/or relevant content that our target may be viewing.

¹¹ “Custom Intent Target” allows us to target individuals that are researching or purchasing certain items on the internet.

¹² POLK is a data company that has extensive Vehicle Registration data. Their social media data products can be utilized for Facebook/Instagram campaigns. Targeting includes owners and lessees of Subject Vehicles.

¹³ The third-party ad management platform, ClickCease will be 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.).

visitors search on selected common keyword combinations related to the Settlement, the sponsored search listing created for the Settlement will be displayed. Generally, the sponsored search listing will appear at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be targeted to the Class States. All sponsored search listings will link directly to the settlement website.

INFORMATIONAL RELEASE

To build additional reach and extend exposures, a party-neutral Informational Release (in English and Spanish) will be issued nationwide via *PR Newswire's U.S.1 newswire* to approximately 13,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television, and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media. The Hispanic newswire reaches over 1,900 Hispanic US general media contacts as well as up to 4,840 additional industry-specific Hispanic media contacts. The Hispanic release also includes a guaranteed placement on 40+ Hispanic websites and/or news portals. The Informational Release will include the address of the settlement website and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

SETTLEMENT WEBSITE

Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Relevant documents, including the Settlement Agreement, Long Form Notice, Complaint, Preliminary Approval Order, Motion for Approval of Attorneys' Fees and Costs (when available), and other Court documents, will be posted on the settlement website. In addition, the settlement website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Notice Administrator, and how to obtain other case-related information. Class Members will also be able to file a Claim Form on the settlement website. The Settlement website address will be prominently displayed in all notice documents.

TOLL-FREE TELEPHONE NUMBER & CONTACT INFORMATION

A toll-free telephone number will be established for the Settlement. Class Members will be able to call for additional information, listen to answers to FAQs, and request that a Long Form Notice and Claim Form ("Claim Package") be mailed to them. Callers will also have the option to connect with a live operator. The toll-free telephone number will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

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

PLAIN LANGUAGE NOTICE DESIGN

The Notices are designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Notices follows 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 we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read summaries of all key information about Class Members’ rights and options. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual mailing and display for grammatical errors and accuracy.

The Long Form Notice will provide substantial information to Class Members. The Long Form Notice will include details regarding the Class Members’ ability to opt-out or object to the Settlement Agreement, the deadline to do so, and the date, time, and location of the Final Approval Hearing, among other information.

CAFA NOTICE

Pursuant to the Settlement Agreement, Epiq will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state, federal, and U.S. Territory government officials.

DATA PRIVACY AND SECURITY

Epiq has procedures in place to protect the security of class data, including Personal Identifiable Information (“PII”) and Vehicle Identification Numbers (“VINs”). As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official capacity as the Settlement Notice Administrator for this Action. A Services Agreement, which formally retains Epiq as the Settlement Notice Administrator, will govern Epiq’s administration responsibilities for the Action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

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

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.

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.

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.

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.

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.

Exhibit 3

Toyota Bluetooth Echo Class Action Settlement Notice

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

An Outreach Program is Available for Class Members Who Purchase(d), Own(ed), or Lease(d) 2014-2019 Select Toyota Vehicles Residing in Certain States

There is a proposed settlement (the “Settlement”) in a class action lawsuit against the Toyota Defendants¹ concerning 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles (known as the “Subject Vehicles”). The Settlement applies to “Class Members,” who are those individuals or legal entities who at any time as of [INSERT INITIAL NOTICE DATE], own(ed), purchase(d), or lease(d) Subject Vehicles in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington (the “Class States”). If you are included in the Settlement, you have legal rights and options and deadlines by which you must exercise them.

The Settlement provides an Outreach Program, which shall educate Class Members on how to adjust the Bluetooth settings on their cell phones in order to fix the alleged Echo Issue.

The case is currently pending before Judge Terry J. Hatter, Jr. in the United States District Court for the Central District of California, Western Division, in an action titled *Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.* (Case No. 2:21-cv-06010-TJH-JC). Plaintiffs allege that the Subject Vehicles contain a defect in the vehicle’s hands-free phone system, causes the Echo Issue. Toyota denies the allegations brought against it in the lawsuit but has agreed to the Settlement to resolve the case. The Court has not decided who is right. **The purpose of this notice is to provide you with important information about the Settlement so you may decide what to do.**

If the Court grants final approval, the Settlement will provide injunctive relief through an Outreach Program, which will include:

- Volume Adjustment Protocol Website, which shall contain:
 - Information about the Echo Issue;
 - Detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
 - An enhanced video with instructions regarding the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties; and
 - A link to the Settlement website, [www.\[website\].com](http://www.[website].com);
- Communications sent directly to current owners or lessees of Subject Vehicles in the Class States, via U.S. Mail, or where available, by email, which includes:

¹ Capitalized terms have the meaning assigned to them in the Settlement Agreement, unless otherwise noted.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website])
PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

- Information about the Echo Issue;
- Enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
- A QR code to the Volume Adjustment Protocol Website, and
- A QR code to the Settlement website;
- Volume Adjustment Protocol IVR phone number, where Class Members can listen to responses for commonly asked questions related to the Volume Adjustment Protocol;
- Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class Members including directing the Class Members to the Volume Adjustment Protocol Website; and
- A Renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

If the Settlement becomes final, all Class Members will release Toyota and the Released Parties from liability for injunctive relief and will not be able to sue Toyota for injunctive relief regarding the issues in the lawsuit.

Under the Settlement, you are not releasing any claims for monetary or statutory damages, personal injury, or wrongful death.

This notice provides a summary of the Settlement, and it is important that you review it carefully to understand your legal rights. The full details of the Settlement, including the Settlement Agreement and other important case documents, are available at [www.\[website\].com](http://www.[website].com). Please visit the website regularly for further updates about the Settlement. If you have questions about the Volume Adjustment Protocol, visit [www.\[Website\].com](http://www.[Website].com).

What This Notice Contains

[Insert Table of Contents]

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website])
PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

A. THE LAWSUIT AND SETTLEMENT BENEFITS

1. What is this Notice about?

A federal court authorized this notice to inform you of a proposed class action injunctive settlement. You are NOT being sued. This notice explains the litigation, the proposed Settlement, and your legal rights. Judge Terry J. Hatter, Jr. of the United States District Court for the Central District of California, Western Division is overseeing this case and has exclusive jurisdiction over the Settlement. This litigation is known as *Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*, Case No. 2:21-cv-06010-TJH-JC.

If you have any questions, please visit [www.\[website\]](#) or contact the Settlement Outreach Administrator at [\[phone number\]](#).

2. What are my options?

The table below summarizes your options under the proposed Settlement. **Please review this information carefully because your legal rights may be affected even if you do not take any action.**

DO NOTHING	If you are a member of the Class and choose to do nothing, you will still receive benefits from the Outreach Program provided under the Settlement, and you will give up the right to sue Toyota for injunctive relief about the issues in the lawsuit. This is a mandatory Rule 23(b)(2) Class and Class Members cannot opt out (exclude themselves) from the settlement. You are not required to appear before the Court to participate in the Settlement.
OBJECT	You may write to the Court to explain why you do not like the Settlement. If you object to the Settlement, you are expressing your views about the Settlement, but you will remain a member of the Class (if you are otherwise eligible) and you will still release the claims covered by this Settlement. If you object to the Settlement as described above, you may ask to speak in Court about the fairness of the Settlement. Please refer to Question 12 below for further details on objecting to the Settlement. You must object by [Objection Deadline] .

3. What is this lawsuit about?

This lawsuit alleges that there is a defect in certain Toyota vehicles (“Subject Vehicles”) in which, when the Toyota driver uses the Bluetooth hands-free phone system to make or receive a call, the person on the other end of the phone call hears an echo of his or her own words (“Echo Issue”). Plaintiffs primarily allege that Toyota’s failure to disclose to Plaintiffs and the rest of the class members the existence of the Echo Issue violates the consumer protection statutes of California, Arizona, Colorado, Missouri, Washington, Illinois, Georgia, New

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York, Ohio, Oregon, and Minnesota.

The Subject Vehicles are the 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

The parties have actively litigated the case since 2019, including lawsuits in multiple jurisdictions that were consolidated into this case, Toyota filing multiple motions to dismiss, Toyota' motion to compel arbitration, exchanging discovery including interrogatories and responses to those interrogatories, production of over 90,000 pages of documents, and deposition of 11 plaintiffs.

The operative complaint, the Fifth Amended Class Action Complaint, was filed on January 6, 2025 and raises thirteen causes of action, including violation of California's Unfair Competition Law, violation of Arizona's Consumer Fraud Act, violation of Colorado's Consumer Protection Act, violation of Section 349 of the New York General Business Law, violation of Section 350 of the New York General Business Law, violation of the Washington Consumer Protection Act, violation of the Illinois Consumer Fraud and Deceptive Business Practice Act, violation of the Missouri Merchandising Practice Act, violation of the Georgia Fair Business Practices Act, violation of Ohio's Consumer Sales Practices Act, violation of Oregon's Unlawful Trade Practices Act, violation of Minnesota's Prevention of Consumer Fraud Act, and violation of Minnesota's Uniform Deceptive Trade Practices Act.

Toyota denies all claims and allegations of wrongdoing and denies that they violated any law or duty that would give rise to liability. The Court has not decided who is right.

4. What does the Settlement provide?

The Settlement provides for injunctive relief only, consisting of a multifaceted consumer Outreach Program designed to educate Class Members about the existence of the Echo Issue and how to adjust the volume settings on their cell phone and in their vehicle in order to eliminate the problem. **The settlement does not release the monetary claims of class members.**

The Outreach Program includes:

- Volume Adjustment Protocol Website, which shall contain:
 - Information about the Echo Issue;
 - Detailed customer instructions related to the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties,
 - An enhanced video instructing Class Members of the Volume Adjustment Protocol, the script for which has been negotiated and agreed to by the Parties, and
 - A link to the Settlement website, [www.\[website\].com](http://www.[website].com);
- Communications sent directly to current owners or lessees of Subject Vehicles in the Class States, via U.S. Mail, or where available, by email, which includes:

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website])

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- Information about the Echo Issue;
- Enhanced instructions for the Volume Adjustment Protocol, the language of which has been negotiated and agreed to by the Parties;
- A QR code to the Volume Adjustment Protocol Website, and
- A QR code to the Settlement website;
- Volume Adjustment Protocol IVR phone number, where Class Members can listen to responses for commonly asked questions related to the Volume Adjustment Protocol;
- Social media program which includes social media ads that target Class Members that will provide settlement-related information to Class Members including directing the Class Members to the Volume Adjustment Protocol Website; and
- A Renewed Tech Tip, which will be available to Dealers and will include the enhanced instructions and a link to the Volume Adjustment Protocol Website and enhanced video.

The Volume Adjustment Protocol Website can be found at [www.\[website\].com](http://www.[website].com).

5. What am I giving up in exchange for the Settlement benefits?

If the Settlement becomes final, all Class Members will release Toyota and the Released Parties from liability for injunctive relief and will not be able to sue Toyota about the issues in the lawsuit for injunctive relief.

Under the Settlement, you are not releasing any claims for personal injury or wrongful death.

The Settlement Agreement at Section VI and Appendix A of this Long Form Notice describes the released claims in necessary legal terminology, so read it carefully. The Settlement Agreement is available at [www.\[website\].com](http://www.[website].com). You can talk to one of the lawyers listed in Question 10 below for free or you can, of course, talk to your own lawyer at your own expense if you have questions about the released claims or what they mean.

6. What is a Class Action?

In a class action, people called “class representatives” sue on behalf of other people who have similar claims. All of these people together are known as the “Class” or “Class Members,” and the Court must approve this procedure. When a class action of this nature is settled, the Court resolves the issues in the lawsuit for all class members, without the option for exclusion or opting out.

7. Why is there a Settlement?

Both sides in the lawsuit agreed to the Settlement to avoid the cost and risk of further litigation, including a potential trial. The Settlement provides benefits to Class Members in exchange for releasing Toyota from liability. The Settlement does not mean that Toyota broke any laws or did anything wrong, and the Court did

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](http://www.[website])

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not decide which side was right. The Class Representatives and the lawyers representing the Class believe that the Settlement is in the best interests of all Class Members.

This notice summarizes the essential terms of the Settlement. The Settlement Agreement sets forth in greater detail the rights and obligations of the parties. To access the Settlement Agreement and other important case documents, please visit [www.\[website\].com](http://www.[website].com).

B. WHO IS IN THE SETTLEMENT?

8. Am I included in the Settlement?

You are included in the Class if as of [\[INSERT Initial Notice Date\]](#) you own, lease, or previously purchased, owned or leased a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

The Subject Vehicles are:

2014-2019 4Runner	2016-2018 Mirai	2015-2017 Sienna
2015-2018 Avalon	2016-2019 Prius	2014-2019 Tacoma
2015-2018 Avalon HV	2017-2019 Prius Prime	2014-2019 Tundra
2014-2019 Highlander	2015-2019 Prius V	2015 Venza
2014-2019 Highlander HV	2014-2019 Sequoia	2018-2019 Yaris

9. Is anyone excluded from the Settlement?

The following entities and individuals are **excluded** from the Class:

- Toyota, its officers, directors, and employees, affiliates and affiliates' officers, directors and employees; distributors and distributors' officers, directors and employees; and Toyota Dealers and Toyota Dealers' officers and directors;
- Plaintiffs' counsel; and
- Judicial officers and their immediate family members and associated court staff assigned to this case.

For more information, please review the Settlement Agreement available at [www.\[website\].com](http://www.[website].com).

QUESTIONS? CALL TOLL FREE 1-[\[number\]](#) OR VISIT [www.\[website\]](http://www.[website])
PLEASE CONTINUE TO CHECK THE WEBSITE REGULARLY FOR IMPORTANT SETTLEMENT UPDATES
PLEASE DO NOT CALL THE JUDGE OR THE CLERK OF COURT

C. THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in the case?

Yes. The Court has appointed lawyers from the law firms rias Sanguinetti Wang and Team LLP and Goldenberg Heller & Antognoli, P.C. These lawyers are called “Class Counsel.” Their contact information is as follows:

Mickel M. Arias
M. Anthony Jenkins
Arias Sanguinetti Wang and Team LLP
6701 Center Drive West 14th Floor
Los Angeles, CA 90045
Tel: 310-844-9696
Email:

Kevin P. Green
Thomas P. Rosenfeld
Daniel S. Levy

Goldenberg Heller & Antognoli, P.C.
2227 South State Route 157
Edwardsville, Illinois 62025
Tel: 618-656-5150
E-mail: kevin@ghalaw.com

If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award the attorneys representing the Class up to \$2,850,000.00 to compensate them for their attorneys’ fees and up to \$300,000.00 for their costs and expenses in litigating this case and securing this nationwide Settlement for the Class. The amounts awarded will be paid by the Toyota Defendants. Class Counsel will also ask the Court to award each of the Settlement Class Representatives a service award of up to \$95,000.00 each for their work in this litigation.

The Court must approve Class Counsel’s requests for fees, costs and expenses, and Settlement Class Representative service awards. Class Counsel will submit their request by [DATE], 2025, and that document will be available at www.[website].com shortly after it is filed with the Court.

D. OBJECTING TO THE SETTLEMENT

12. How do I tell the Court if I do not like the Settlement?

If you do not like the Settlement, you may object to it.² The Court will consider your views in deciding whether to approve or reject this Settlement. If the Court does not approve the Settlement, the lawsuit will continue. To comment on or to object to the Settlement or to Class Counsel’s request for attorneys’ fees, costs, and expenses,

² This is a mandatory Rule 23(b)(2) Class and Class Members cannot opt out (exclude themselves) from the settlement.

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and the request for Settlement Class Representative service awards, you or your attorney must submit your written objection to the Court with the following information:

- The case name “*Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.*” and number of the Action “No. 2:21-cv-06010-TJH-JC;”
- Your full name, current residential address, mailing address (if different), telephone number, and e-mail address;
- An explanation of the basis upon which you claim to be a Class Member, including the make, model year, and VIN(s) of the Subject Vehicle(s), the State in which you purchased or leased the Subject Vehicle, and the date of purchase/lease;
- Whether the objection applies only to you, to a specific subset of the Class or to the entire Class, and all grounds for the objection, accompanied by any legal support for the objection, and any documents or other evidence you believe supports the objection;
- The number of times you have objected to a class action settlement within the five years preceding the date that you file the objection to this Settlement, the caption and case number of each case in which you have made such objection and the caption and case number of any related appeal, and a copy of any orders related to or ruling upon your prior such objections that were issued by the trial and appellate courts in each listed case;
- If you have not made any such prior objection, you shall affirmatively so state in the written materials provided with the objection;
- A list of all persons who will be called to testify at the Fairness Hearing in support of the objection;
- A statement confirming whether you intend to personally appear and/or testify at the Fairness Hearing; and
- Your original signature and date of signature (an electronic signature or attorney’s signature is not sufficient).

If an objection is made through a lawyer, the objection must also include (in addition to the above items):

- The full name, telephone number, mailing address, and e-mail address of all counsel who represent you, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement Agreement and/or the request for attorneys’ fees, costs and expenses;
- The identity of all counsel representing you who will appear at the Fairness Hearing; and
- The number of times your counsel has represented an individual or entity on whose behalf counsel has objected to a class action settlement within the five years preceding the date that they have filed the objection, and the caption and case number of each case in which your counsel has made such objection

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)

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and the caption and case number of any related appeal.

The lawyer(s) asserting the objection must also:

- File a notice of appearance with the Court before the deadline to submit objections;
- File a sworn declaration attesting to his or her representation of each Class Member on whose behalf the objection is being filed, and specify the number of times during the prior five-year period that the lawyer or their law firm has objected to a class action settlement; and
- Comply with the written objection requirements described in Section V. of the Settlement Agreement.

You must file your objection electronically with the Court, or mail your objection to the Clerk of the Court, Class Counsel and Toyota’s counsel with a postmark of, on or before [DATE], 2025:

Court	Class Counsel	Toyota’s Counsel
Clerk of Court United States District Court Central District of California First Street Courthouse 350 W. 1st Street, Courtroom #9C, 9th Floor (or as assigned) Los Angeles, California 90012	Mickel M. Arias Arias Sanguinetti Wang and Torrijos LLP 6701 Center Drive West 14th Floor Los Angeles, CA 90045 mike@asstlawyers.com Kevin P. Green Goldenberg Heller & Antognoli, P.C. 2227 South State Route 157 Edwardsville, Illinois 62025 kevin@ghalaw.com	John P. Hooper King & Spalding LLP 1185 Avenue of the Americas 34th Floor New York, New York 10036 jhooper@kslaw.com

If you intend to appear at the Fairness Hearing, either in person or through personal counsel hired at your expense, you or your attorney(s) who intend to appear must also deliver a notice of intention to appear to Class Counsel and to Toyota’s Counsel at the addresses listed above, and file that notice with the Court, by [DATE].

E. THE COURT’S FAIRNESS HEARING

13. When and where will the Court decide whether to grant final approval of the Settlement?

The Court will hold the final approval or “Fairness Hearing” at [TIME] on [DATE], 2025 at the United States District Courthouse, Western Division of the Central District of California, 350 W. 1st Street, Courtroom # 9C, 9th Floor (or as assigned) Los Angeles, California 90012. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and whether to approve the request for attorneys’ fees, costs, and

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)
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expenses, and the request for Class Representative service awards. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing (*see* Question 12 above). The Court will decide whether to grant final approval of the settlement, and, if so, how much Class Counsel and Class Representatives will receive from Toyota. We do not know how long these decisions will take. The Court may reschedule the Fairness Hearing, so check the Settlement website (www.[website]) for further updates.

14. Do I have to come to the hearing?

No, you do not need to attend the Fairness Hearing. Class Counsel will answer any questions the Court may have. If you wish to attend the hearing, you are welcome to come at your own expense. If you submit an objection to the Settlement, you do not have to come to Court to talk about it, but you have the option to do so if you provide advanced notice of your intention to appear (*see* Question 12 above). As long as you submitted a written objection with all of the required information on time with the Court, the Court will consider it. You may have your own lawyer attend at your expense, but it is not required.

15. May I speak at the hearing?

You or your attorney may ask the Court for permission to speak at the Fairness Hearing. To do so, you must file with the Court a written notice of your intent to appear by [DATE], 2025, and send a copy of that notice to Class Counsel and to Toyota's Counsel at the addresses listed in Question 12 above.

Anyone who has requested permission to speak must be present at the start of the Fairness hearing at [TIME] on [DATE], 2025. The Court may reschedule the Fairness Hearing, so check the Settlement website (www.[website]) for further updates.

F. GETTING MORE INFORMATION

16. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement and other documents and information about the Settlement at www.[website].com. You can also call the toll-free number, [phone number].

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT www.[website]
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Appendix A – Section VI from the Settlement Agreement – Release and Waiver

- A. The Parties agree to the following releases and waiver, which shall take effect upon the Final Effective Date.
- B. Settlement Class Release
1. In consideration for the relief provided above, Class Members, on behalf of themselves and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all injunctive relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action or the Related Action, including, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state’s or territory’s deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind seeking any injunctive relief, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.
- C. Plaintiffs’ Release
1. In consideration for the relief provided above, Plaintiffs and any other legal or natural persons and entities who or which may claim by, through, or under them, including their executors, administrators, heirs, assigns, predecessors and successors, agree to fully, finally, and forever release, relinquish, acquit, and discharge the Released Parties from any and all relief, including claims, demands, suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any kind and/or type for injunctive relief regarding the subject matter of the Action and/or the Related Action, including, not limited to, injunctive or declaratory relief, compensatory, exemplary, statutory, punitive, restitutionary damages, civil penalties, and expert or attorneys’ fees and costs, whether past, present, or future, mature, or not yet mature, known or unknown, suspected or unsuspected, contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including, but not limited to, alleged defects in the use, programming, and/or implementation of the hands-free phone system in the Subject Vehicles, and whether based on federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort, fraud or misrepresentation, common law, violations of any state’s or territory’s deceptive, unlawful, or unfair business or trade practices, false, misleading or fraudulent advertising, consumer fraud or consumer protection statutes, or other laws, unjust enrichment, any breaches of express, implied or any other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any claim of any kind, in law or in equity, arising from, related to, connected with, and/or in any way involving the Action and/or the Related Action.
- D. Related Release Terms
1. If a Class Member commences, files, initiates, or institutes any new legal action or other proceeding against a Released Party for any claim released in this Settlement in any federal or state court, arbitral tribunal, or administrative or other forum, such legal action or proceeding shall be

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)

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- dismissed with prejudice at that Class Member's cost.
2. Notwithstanding the Releases set forth in Section VI of this Agreement, Plaintiffs and Class Members shall hold Released Parties harmless for all Released Claims that may be asserted by another legal or natural person (including but not limited to legal guardians and estate administrators) who claim by, through, or under that Class Representative or Class Member.
 3. The Final Approval Order will reflect the terms of these Releases.
 4. Class Representatives, on behalf of the other Class Members and through Class Counsel, expressly agree that this Release, the Final Approval Order, and/or the Final Judgment is, will be, and may be raised as a complete defense to, and will preclude any action or proceeding encompassed by, this Release.
 5. Class Representatives and Class Members shall not now or hereafter institute, maintain, prosecute, and/or assert any suit, action, claim, and/or proceeding, whether legal, administrative, or otherwise against the Released Parties, either directly or indirectly, on their own behalf, on behalf of a class or on behalf of any other person or entity with respect to claims subject to the Release.
- E. In connection with this Agreement, Class Representatives, on behalf of the other Class Members, acknowledge that they may hereafter discover claims encompassed by the Release presently unknown or unsuspected, or facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action, the Related Action, and/or the Release herein. Nevertheless, it is the intention of the Class Representatives in executing this Agreement fully, finally, and forever to settle, release, discharge, and acquit, all such matters, and all existing and potential claims against the Released Parties relating thereto which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action or proceeding) with respect to the Action or the Related Action, to the extent they are encompassed by the Release. Class Representatives and the other Class Members are not releasing claims for personal injury or wrongful death.
- F. Class Representatives expressly understand and acknowledge that all Class Representatives will be deemed by the Final Approval Order and Final Judgment to acknowledge and waive Section 1542 of the Civil Code of the State of California, which provides that:
- A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.
- Class Representatives expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542 of the California Civil Code, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights.
- G. Class Representatives represent and warrant that they are the sole and exclusive owners of all claims that they personally are releasing under this Settlement Agreement. Class Representatives further acknowledge that they have not assigned, pledged, or in any manner whatsoever sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way whatsoever pertaining to the Action and/or the Related Action, including, without limitation, any claim for benefits, proceeds, or value under the Action and/or the Related Action, and that Class Representatives are not aware of anyone other than themselves claiming any interest, in whole or in part, in the individual claims that they are releasing under the Settlement Agreement or in any benefits, proceeds, or values in the individual claims that they are releasing under the Settlement Agreement.
- H. Without in any way limiting its scope, and, except to the extent otherwise specified in the Agreement, this Release covers by example and without limitation, any and all claims for attorneys' fees, costs, expert

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)

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fees, or consultant fees, interest, or litigation fees, costs, or any other fees, costs, and/or disbursements incurred by any attorneys, Class Counsel, Plaintiffs' Counsel, Class Representatives, or other Class Members who claim to have assisted in conferring the benefits under this Settlement upon the Class.

- I. Class Representatives, Plaintiffs' Counsel, Class Counsel, and any other attorneys who receive Attorneys' Fees, Costs, and Expenses from this Settlement Agreement acknowledge that they have conducted sufficient independent investigation and discovery to enter into this Settlement Agreement and, by executing this Settlement Agreement, state that they have not relied upon any statements or representations made by the Released Parties or any person or entity representing the Released Parties, other than as set forth in this Settlement Agreement.
- J. Pending final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties agree that any and all outstanding pleadings, discovery, deadlines, and other pretrial requirements are hereby stayed and suspended in regard to the Action and/or the Related Action. Upon the occurrence of final approval of this Settlement via issuance by the Court of the Final Approval Order and Final Judgment, the Parties expressly waive any and all such pretrial requirements.
- K. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed herein.
- L. Class Representatives and Class Counsel hereby agree and acknowledge that the provisions of this Release together constitute an essential and material term of the Settlement Agreement and shall be included in any Final Approval Order and Final Judgment entered by the Court.

QUESTIONS? CALL TOLL FREE 1-[number] OR VISIT [www.\[website\]](#)
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Exhibit 4

Direct Outreach Notice to Class Members

Front:

THIS IS A COURT-APPROVED LEGAL CLASS SETTLEMENT NOTICE

Kesselman v. Toyota Motor Sales, U.S.A., Inc., et al.

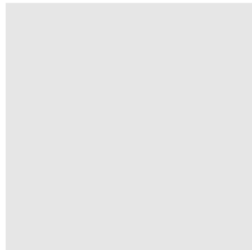
Case No. 2:21-cv-06010-TJH-JC (C.D. Cal.)

c/o Settlement Outreach Administrator

[Address]

[City, State ZIP Code]

To access the official Settlement Website,
scan this QR Code.



[Class Member Name]

[Address]

[City, State, Zip]

Back:

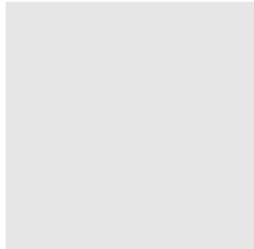
Who Is In the Class and What Are the Allegations? You are receiving this notice because you may be a mandatory Class Member in a proposed class action settlement alleging that certain vehicles contain a defective hands-free phone system. Specifically, when the driver of the Toyota vehicle uses the hands-free phone system to make or receive a call, the person on the other end of the call hears an echo of his or her own words.

Class Members include persons or entities who currently own or lease Subject Vehicles in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington. Subject Vehicles include the following:

2014-2019 4Runner	2015-2019 Prius V
2015-2018 Avalon	2014-2019 Sequoia
2015-2018 Avalon HV	2015-2017 Sienna
2014-2019 Highlander	2014-2019 Tacoma
2014-2019 Highlander HV	2014-2019 Tundra
2016-2018 Mirai	2015 Venza
2016-2019 Prius	2018-2019 Yaris
2017-2019 Prius Prime	

Toyota denies the allegations brought against it in the lawsuit, and the Court has not decided who is right. **This notice is to inform you about the Settlement and help you understand your options.**

To access the Volume Adjustment Protocol Website, scan this QR Code:



What Are the Settlement Benefits? The proposed Settlement provides injunctive relief through an Outreach Program, which will educate the Class Members on the existence of the Echo Issue as well as clarification and disclosure of a procedure for adjusting the volume settings on cell phones and in the Subject Vehicles in order to address the alleged echo issue. You can find more information on the Settlement by accessing the website, [www.\[website\].com](http://www.[website].com) where you can:

- (i) view settlement documents,
- (ii) determine whether you are included in the Settlement, and/or
- (iii) access the Volume Adjustment Protocol Settlement Website for educational materials.

The Volume Adjustment Protocol Website, [www.\[website\].com](http://www.[website].com), has instructional videos and other materials that provide instructions and guidance regarding the Volume Adjustment Protocol.

The instructions for the Volume Adjustment Protocol are also at the bottom of this postcard.

How Will the Attorneys Be Paid? The attorneys representing the class will request up to \$2,850,000.00 for attorneys' fees to compensate them for their work litigating this case and securing the Settlement, up to \$300,000.00 in costs and expenses, and up to \$95,000.00 total as service awards for all of the Class Representatives will also be requested. Toyota has agreed to pay amounts awarded by the Court. For more information, visit the Settlement website or call the toll-free number below.

What Are My Rights? You may object to the Settlement by [\[Deadline\]](#). If you wish to object to the Settlement, the Court will consider your views. For more information and the requirements, visit the Settlement website. **You cannot opt out (exclude yourself)** from this Rule 23(b)(2) settlement.

When is the Fairness Hearing? The Court will hold a hearing on [\[Date\]](#), 2025, at [#:#:## a./p.m.](#), to consider whether to grant final approval to the Settlement. The hearing date may change, so please check the Settlement website regularly for updates. You do not need to attend but may attend at your own expense.

Volume Adjustment Protocol: If the person on the other end of your hands-free phone call hears an echo, follow these steps:
For safety purposes, these steps should not be performed while your vehicle is being driven.

1. Initiate a Bluetooth hands-free phone call. After successful connection, proceed to step 2. Keep the call connected until all the steps are completed.
2. Increase the volume on your phone to the highest volume level using the volume button on the phone.
3. Adjust the volume of your vehicle's speakers to level 45 or lower using the volume adjustment knob or the steering wheel controls in your vehicle.
4. If echo remains, continue reducing the volume of your vehicle's speakers.

These volume settings will remain in place for future hands-free phone calls but may be undone if your phone is paired to a new head unit, a phone update occurs, or your phone is un-paired and re-paired to your vehicle. If that occurs, repeat the steps above. **Please keep these instructions in the glove box your vehicle for future reference.**

Questions about the Settlement? Please Call [Number] or Visit [www.\[Website\].com](http://www.[Website].com)
Questions about the Volume Adjustment Protocol? Visit [www.\[Website\].com](http://www.[Website].com)

Exhibit 5

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

GLENN KESSELMAN, an individual, on behalf of himself and all others similarly situated in the State of California; KAREN AMBROSE, an individual, on behalf of herself and all others similarly situated in the State of Arizona; PAUL ARELLANO, an individual, on behalf of himself and all others similarly situated in the State of Colorado; CRAIG GRANGER, an individual, on behalf of himself and all others similarly situated in the State of New York; DAVID DOUGLAS, an individual, on behalf of himself and all others similarly situated in the State of Washington; JOSH DOWNS, an individual, on behalf of himself and all others similarly situated in the State of Illinois; JUAN GIRALDO, an individual, on behalf of himself and all others similarly situated in the State of Georgia; MATTHEW SHAFFER, an individual, on behalf of himself and all others similarly situated in the State of Ohio; WAYNE SLATES, an individual, on behalf of himself and all others similarly situated in the State of Oregon; MITCHELL TROCKMAN, an individual, on behalf of himself and all others similarly situated in the State of Minnesota; and JAMIE BROWN, an individual, on behalf of herself and all others similarly situated in the State of Missouri,

Plaintiffs,

v.

TOYOTA MOTOR SALES, U.S.A.,
INC., a California Corporation,

Defendant.

Case No.: 2:21-cv-06010-AB-JC

HON. TERRY J. HATTER JR.

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

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

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

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

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

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

17 **RELEVANT EXPERIENCE**

18 5. Epiq has handled numerous automotive settlements, many of which I have
19 served as a notice expert and have been recognized and appointed by courts to design and
20 provide notice:

Automotive Case List
<i>In re Takata Airbag Products Liability Litigation</i> , 1:15-md-02599 (S.D. Fla.) (BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags)
<i>In re Takata Airbag Class Action Settlement - Australia Settlement</i> , [2021] NSWSC 1153 (Toyota, Lexus, Subaru, Honda, BMW, Nissan, and Mazda regarding Takata airbags)
<i>Louise Haselhurst v. Toyota Motor Corporation Australia Limited</i> , 2017/00340824
<i>Kimley Wisson v. Subaru (Aust) Pty Limited</i> , 2017/00353017
<i>Akuratiya Kularathne v. Honda Australia Pty Limited</i> , 2017/00378526
<i>Owen Brewster v. BMW Australia Ltd</i> , 2018/00009555
<i>Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited</i> , 2018/00009565

Automotive Case List

Camilla Coates v. Mazda Australia Pty Limited, 2018/00042244

Canadian Takata Airbag Products Liability Litigation (Mazda, Subaru, and Toyota regarding Takata airbags):

Stevenson, et al. v. Mazda Motor Corporation, et al., CV-18-00607848-00CP (Sup. Ct. J. Ontario)

Hall v. Takata Corporation, et al., CV BG.1284of2015 (QB Saskatchewan)

Vitoratos, et al, v. Takata Corporation, et al., 500-06-000723-144 (Sup. Ct. Québec)

Rai v. Takata Corporation, et al., S148694 (Sup. Ct. BC)

Callaway v. Mercedes-Benz USA, LLC, 14-cv-2011 (C.D. Cal.) (seat heater equipment)

Coffeng et al. v. Volkswagen Group of America, Inc., 17-cv-01825 (N.D. Cal.) (Audi and Volkswagen engine water pumps)

In Re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation, MDL 2672 (N.D. Cal.) (Volkswagen, Audi, Porsche, and Bentley CO2 software)

Sager et al. v. Volkswagen Group of America, Inc. et al., 18-cv-13556 (D.N.J.) (Audi cooling pumps)

Falco et al. v. Nissan North America, Inc. et al., 2:13-cv-0686 (C.D. Cal.) (Nissan timing chains)

Wilson et al. v. Volkswagen Group of America, Inc., et al., 17-cv-23033 (S.D. Fla.) (Volkswagen tire wear)

In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation, MDL No. 2672 (N.D. Cal.) (Bosch Settlement for emissions test software; notice only)

In re: Hyundai and Kia Engine Litigation, 8:17-CV-00838 (C.D. Cal.) (Kia and Hyundai gas injection engines)

Flaherty v. Hyundai Motor Company, Inc., et al., 18-cv-02223 (C.D. Cal.) (Kia and Hyundai gas injection engines)

Tuchman v. Volvo Cars of North America Inc., BER-L-1808-97 (Sup. Ct, Bergen Cnty., N.J.) (Volvo tires)

Eisen v. Porsche Cars North America, Inc., 11-cv-09405 (C.D. Cal.) (Porsche Boxster and Porsche 911 engines)

Robinson, et al. v. Kia Motors America Inc., et al., 13-cv-0006 (D.N.J.) (Kia Sorrento engine balancers)

Chan, et al. v. Porsche Cars North America Inc., 2:15-cv-02106, consolidated with *Jones, et al. v. Porsche Cars North America Inc., et al.*, 2:15-cv-05766 (D.N.J.) (Porsche windshields)

Kia & Hyundai – Nationwide Canada Settlement, (Kia Optima, Kia Sorento, and Kia Sportage)

Asselstine v. Kia Canada Inc., et al., 19-00001302-00OT (Sup. Ct. J. Ontario)

Automotive Case List

Papp v. Kia Motors America Inc., et al., QBG 795/19 (QB Saskatchewan)

Killoran v. Hyundai Auto Canada Corp., et al., S-194327 (Sup. Ct. BC)

Pelletant v. Hyundai Auto Canada Corp., et al., 500-06-0010103-198 (Sup. Ct. Québec)

Collado, et al. v. Toyota Motor Sales, U.S.A., Inc., 2:10-cv-3113, consolidated with *Fixler v. Toyota Motor Sales, U.S.A., Inc.*, 2:10-cv-03124 (C.D. Cal.) (Toyota Prius headlights)

Garcia, et al. v. General Motors Corporation, L-4394-95 (Sup. Ct. Bergen Cnty., N.J.) (General Motors caliper pins)

Bishop v. General Motors Corporation, L-01756-95 (Sup. Ct. Bergen Cnty., N.J.) (General Motors caliper pins)

Murphy v. Toyota Motor Corporation, et al., 4:21-cv-00178 (E.D. Tex.)

Alfred Salas and Gloria Ortega v. Toyota Motor Sales, U.S.A., Inc., 2:15-cv-08629 (C.D. Cal.)

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

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

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

1 **OVERVIEW**

2 9. This declaration and the attached Notice Program describe the Settlement
3 Notice Program (“Notice Program”) proposed here for *Kesselman, et al. v. Toyota Motor*
4 *Sales U.S.A. Inc.*, Case No. 2:21-cv-06010-TJH-JC pending in the United States District
5 Court for the Central District of California. Epiq designed this Notice Program based on
6 our extensive prior experience and research into the notice issues particular to this
7 Settlement. We designed a proposed Notice Program that is the best notice practicable
8 under the circumstances to provide notice to the Class.

9 **NOTICE PROGRAM METHODOLOGY**

10 10. The proposed settlement in this Action is an injunctive only Federal Rule of
11 Civil Procedure 23(b)(2) settlement, which requires no release of any monetary remedies
12 or statutory damages by any member of the Class or the Plaintiffs. Under Rule 23(c)(2)(A),
13 “the court may direct appropriate notice to the class” of a 23(b)(2) settlement, and the more
14 strict notice requirements of a 23(b)(3) damages settlement do not apply. In (b)(2)
15 settlements, courts frequently determine notice to Settlement Class Members and opt-out
16 rights are not necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-09327-SB-JC,
17 2021 WL 4902398, at *4 (C.D. Cal. May 10, 2021) (“The Court therefore exercises its
18 discretion and does not direct notice because the settlement does not alter the unnamed
19 class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra Region*, No.
20 LACV1502004JAKAGR, 2016 WL 7638111, at *14 (C.D. Cal. June 9, 2016) (“Because
21 notice is optional for a Rule 23(b)(2) class ... and the Class Members’ rights will not be
22 prejudiced by the Settlement Agreement, notice is not required for purposes of the
23 proposed Settlement Agreement.”). However, out of an abundance of caution, certain
24 notice has been agreed to by the Parties in conjunction with the Outreach Program.

25 **NOTICE PROGRAM DETAIL**

26 11. It is my understanding from reviewing the Parties’ Settlement Agreement that
27 the following Class will be certified for settlement purposes only.

28 All individuals or legal entities who, at any time as of the

1 occurrence of the Initial Notice Date, own(ed), purchase(d), or
2 lease(d) a Subject Vehicle in the States of Arizona, California,
3 Colorado, Georgia, Illinois, Minnesota, Missouri, New York,
4 Ohio, Oregon, and Washington.

5 “Subject Vehicle” is defined as certain 2014-2019 4Runner,
6 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019
7 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-
8 2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-
9 2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-
10 2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

11 Excluded from the Class are: (a) Toyota, its officers, directors,
12 employees, affiliates and affiliates’ officers, directors and employees;
13 distributors and distributors’ officers, directors and employees; and
14 Toyota Dealers and Toyota Dealers’ officers and directors; (b)
15 Plaintiffs’ Counsel; and (c) judicial officers and their immediate
16 family members and associated court staff assigned to this case.

17 12. Given our experience with similar notice efforts, we expect the Direct Notice
18 Outreach will reach approximately 90% of the identified Direct Mail Recipients with a
19 frequency of three times. The reach to the Class will be further enhanced by, among
20 others, a targeted online media effort, an informational release, sponsored search listings,
21 and a settlement website. In my experience, the projected reach of the Notice Program is
22 consistent with other court approved notice plans, is the best notice practicable under the
23 circumstances of this case and has been designed to satisfy the requirements of due
24 process, including its “desire to actually inform” requirement.¹ Epiq’s Notice Program is

25 _____
26 ¹ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when
27 notice is a person’s due, process which is a mere gesture is not due process. The means
28 employed must be such as one desirous of actually informing the absentee might
reasonably adopt to accomplish it. The reasonableness and hence the constitutional

1 included as **Attachment 2**.

2 **CONCLUSION**

3 13. In class action notice planning, execution, and analysis, we are guided by due
4 process considerations under the United States Constitution, by federal and local rules and
5 statutes, and further by case law pertaining to notice. This framework directs that the
6 notice plan be designed to reach the greatest reasonably practicable number of potential
7 class members and, in a settlement class action notice situation such as this, that the notice
8 or notice plan itself not limit knowledge of the availability of benefits—nor the ability to
9 exercise other options—to settlement class members in any way. Notwithstanding this is
10 a Rule 23(b)(2) injunctive-only settlement, all of these requirements will be met in this case.

11 14. The attached Notice Program includes individual notice to identified Direct
12 Notice Recipients, as described in the Settlement Agreement, and supplemental media. I
13 reasonably expect the proposed Notice Program will reach over 90% of the Direct Notice
14 Recipients with individual notice via email and/or mail. All Class Members will also
15 receive notice, and the reach will be further enhanced by, among others, a targeted online
16 media effort, and a settlement website.

17 15. Notwithstanding this is a Rule 23(b)(2) settlement, the proposed Notice
18 Program follows the guidance for how to satisfy due process obligations that a notice
19 expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to
20 endeavor to actually inform the class, and b) to demonstrate that notice is reasonably
21 calculated to do so:

22
23
24 _____
25 validity of any chosen method may be defended on the ground that it is in itself reasonably
26 certain to inform those affected . . .”) and *see also In re Hyundai & Kia Fuel Econ. Litig.*,
27 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices must
28 ‘present information about a proposed settlement neutrally, simply, and understandably.’
‘Notice is satisfactory if it generally describes the terms of the settlement in sufficient
detail to alert those with adverse viewpoints to investigate and to come forward and be
heard.’”) (citations omitted).

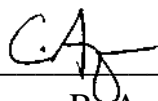
1 A. “But when notice is a person’s due, process which is a mere
2 gesture is not due process. The means employed must be such as
3 one desirous of actually informing the absentee might reasonably
4 adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339
5 U.S. 306, 315 (1950).

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

11 16. The proposed Notice Program described in this declaration provides for the best
12 notice practicable under the circumstances of this case, conforms to all aspects of Federal
13 Rules of Civil Procedure, Rule 23 regarding notice, comports with the guidance for
14 effective notice articulated in the Manual for Complex Litigation 4th Ed, and follows the
15 FJC’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language
16 Guide (2010).

17 17. The Notice Program schedule affords sufficient time to provide full and proper
18 notice to Class Members before the exclusion request and objection deadlines.

19 I declare under penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed January 29, 2025.

21
22 
23 _____
24 Cameron R. Azari, Esq.

Attachment 1

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

\$63M
settlement

758M
digital impressions

85%
of class reached

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.

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.
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- **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.

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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.

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

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

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

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

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

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

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

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

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

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

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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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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)(I)) and it satisfies due process requirements because it was “reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).

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

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

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

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

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

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

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

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

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

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

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

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

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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.

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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.
<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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<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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<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

Legal Noticing Cases

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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
<i>Jackson et al. v. Viking Group, Inc. et al.</i>	D. Md., No. 8:18-cv-02356
<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>Stahl v. Bank of the West</i>	Sup. Ct. Cal., No. BC673397
<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

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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

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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

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<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

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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

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Case Name	Court & Case No.
<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

Kesselman v. Toyota Motor Sales Settlement Notice Program

This Notice Program document describes the Settlement Notice Plan (“Notice Plan” or “Notice Program”) proposed here for *Kesselman, et al. v. Toyota Motor Sales U.S.A. Inc.*, Case No. 2:21-cv-06010-TJH-JC pending in the United States District Court for the Central District of California. Epiq designed this Notice Program based on our extensive prior experience and research into the notice issues particular to this Settlement. We designed a Notice Program that is the best notice practicable under the circumstances to provide notice to the Class.

As the Settlement Agreement releases only the rights of the Class to seek injunctive relief pursuant to Fed. R. Civ. P. 23(b)(2) and requires no release of any monetary remedies or statutory damages by any member of the Class or the Plaintiffs, the Parties agree that notice to Settlement Class Members and opt-out rights are not necessary. *Padilla v. Whitewave Foods Co.*, No. 2:18-CV-09327-SB-JC, 2021 WL 4902398, at *4 (C.D. Cal. May 10, 2021) (“The Court therefore exercises its discretion and does not direct notice because the settlement does not alter the unnamed class members’ legal rights.”); *Chan v. Sutter Health Sacramento Sierra Region*, No. LACV1502004JAKAGR, 2016 WL 7638111, at *14 (C.D. Cal. June 9, 2016) (“Because notice is optional for a Rule 23(b)(2) class ... and the Class Members’ rights will not be prejudiced by the Settlement Agreement, notice is not required for purposes of the proposed Settlement Agreement.”). However, out of an abundance of caution, certain notice has been agreed to by the Parties in conjunction with the Outreach Program.

It is my understanding from reviewing the Parties’ Settlement Agreement that the following Class will be certified for settlement purposes only.

All individuals or legal entities who, at any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or lease(d) a Subject Vehicle in the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington.

“Subject Vehicle” is defined as certain 2014-2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia, 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015 Venza, and 2018-2019 Yaris vehicles.

Excluded from the Class are: (a) Toyota, its officers, directors, employees, affiliates and affiliates’ officers, directors and employees; distributors and distributors’ officers, directors and employees; and Toyota Dealers and Toyota Dealers’ officers and directors; (b) Plaintiffs’ Counsel; and (c) judicial officers and their immediate family members and associated court staff assigned to this case.

Given our experience with similar notice efforts, we expect that the Notice Program will reach approximately 90% of the identified Direct Notice Recipients with a frequency of three times. The reach to the Class will be further enhanced by, among others, a targeted online media effort,

an informational release, sponsored search listings, and a settlement website. Based on experience, the projected reach of the Notice Program is consistent with other court approved notice plans, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its “desire to actually inform” requirement.¹

The Notice Program includes the following components:

- Direct Notice via email and/or postcard sent by first-class U.S. mail to reasonably identifiable Direct Notice Recipients;
- Social media and online display advertising in Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington (“Class States”) through the *Google Display Network* in English and Spanish and *Facebook*, and *Instagram* in English;
- An informational website will be established and will contain important deadlines, notices (including the Long Form Notice), the Settlement Agreement and its exhibits, significant Court documents, a link to the Volume Adjustment Protocol Website, and other important case information;
- To facilitate locating the settlement website, sponsored search listings will be acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!*, and *Bing*;
- A toll-free telephone number will be established for Class Members;
- An informational release will be distributed nationwide in English and Spanish on PR Newswire; and
- CAFA Notice will be sent to appropriate state, federal, and U.S. Territory government officials.

NOTICE PROGRAM METHODOLOGY

Federal Rule of Civil Procedure 23(c)(2)(B) states that for Rule 23(b)(3) classes, 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.”²

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

² Fed. R. Civ. P. 23(c)(2)(B).

Notwithstanding the fact that this is a Rule 23(b)(2), injunctive-only settlement, and notice is not required, the Notice Program still satisfies these requirements.

NOTICE PROGRAM DETAIL

Data Acquisition. Epiq will be provided with the list of applicable Vehicle Identification Numbers (“VIN LIST”) from Toyota. Epiq will send the VIN LIST to S&P Global Automotive, formerly known as Polk (“Polk”), to purchase data containing identifying information and last known mailing addresses corresponding with the VINs provided by Toyota.³

Polk collects and analyzes automotive related data, and to the extent Polk does not already have the needed Class Members’ vehicle and contact information in its existing database, Polk will use the VINs to be provided by Toyota to request and obtain Subject Vehicle and owner contact information from the respective state Departments of Motor Vehicles (collectively “State DMVs”).⁴

After receipt of the name and address data from Polk, Epiq will utilize reliable a third-party look-up service to obtain corresponding email addresses for as many identified Class Members as possible.

The Class Member data will be used to provide individual notice to identified Class Members. An Email Notice will be sent to all identified Class Members for whom a valid email address can be obtained. A postcard notice will be sent via United States Postal Service (“USPS”) first class mail to all identified Class Members with an associated physical mailing address for whom an email address is not available or for whom the Email Notice is undeliverable after multiple attempts (“Postcard Notice”).

INDIVIDUAL NOTICE

Individual Notice – Email. Epiq will send an email notice to all identified Direct Notice Recipients for whom a valid email address is available (“Email Notice”). The following industry standard best practices will be followed for the Email Notice efforts. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy-to-read text without graphics, tables, images, attachments, and other elements that would increase the likelihood that

³ For Polk to obtain and/or release this type of information for purposes of sending notice to Class Members, a Court Order authorizing Polk to obtain Subject Vehicle owner information from the relevant state DMVs is needed because the Driver’s Privacy Protection Act (“DPPA”), 18 U.S.C. § 2721, *et seq.*, requires states to protect the privacy of personal information contained in a person’s motor vehicle record.

⁴ Based on Epiq’s experience with handling other automotive class action cases, Epiq anticipates that up to 90 days will be needed to obtain the Class Members’ respective vehicle and contact information through Polk. This is from the date Epiq receives the VINs from Toyota, and the required Court order authorizing Polk to obtain Class Member contact and vehicle information from the relevant State DMVs.

the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the settlement website. By clicking the link, recipients will be able to access the Long Form Notice and other information about the Settlement.

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

Individual Notice – Direct Outreach. Epiq will send a Postcard Notice to all identified Direct Notice Recipients with an associated physical mailing address for whom a valid email address is not available, or for whom the Email Notice is undeliverable after multiple attempts. The Postcard Notice will be sent via USPS first class mail. The Postcard Notice will clearly and concisely summarize the legal rights of the Class Members. The Postcard Notice will also direct the recipients to the settlement website where they can access the Long Form Notice and additional information about the Settlement.

Prior to sending the Postcard Notices, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure address information is up-to-date and accurately formatted for mailing.⁵ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the ZIP code, and will be 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.

The return address on the Postcard Notices will be a post office box that Epiq will maintain for this Settlement. The USPS will automatically forward Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly remailed.

⁵ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

PAID MEDIA NOTICE

Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to MRI-Simmons data,⁶ 97% of adults aged 18+ in the United States are online and 84% of all adults aged 18+ use social media.⁷

The Notice Program includes targeted digital advertising on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories (“Digital Notice”). The Digital Notices will also be placed on the social media sites *Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States with 193 million users⁸ and *Instagram* has 169 million active users in the United States.⁹

The Digital Notices will be targeted to selected audiences in Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri, New York, Ohio, Oregon, and Washington who have shown an interest or affinity for content related to the Subject Vehicles defined above. Additionally, a List Activation campaign will also be utilized to reach Class Members by matching online consumer profiles with the known emails of Class Members. The Digital Notice will then be served directly to those individuals.

The Digital Notices will be designed to encourage participation by 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 will use language from the Long Form Notice headline, which will allow users to identify themselves as potential Class Members. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

More details regarding the target audiences, distribution, and specific ad sizes of the Digital Notices, are included in the following table.

⁶ 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.

⁷ MRI-Simmons 2024 Survey of the American Consumer®.

⁸ Statista Digital 2024: April Global Statshot Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the 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.

⁹ Statista Digital 2024: Global Overview Report.

<i>Network/Property</i>	<i>Target/Distribution</i>	<i>Ad Sizes</i>	<i>Planned Impressions</i>
<i>Google Display Network</i>	Adults 18+	300x250, 728x90, 300x600, 970x250	3,000,000
<i>Google Display Network</i>	Adults 18+ and Affinity Target ¹⁰ for certain Toyota makes and models	300x250, 728x90, 300x600, 970x250	2,500,000
<i>Google Display Network</i>	Adults 18+ and Intent Target ¹¹ for certain Toyota makes and models	300x250, 728x90, 300x600, 970x250	2,500,000
<i>Google Display Network</i>	List Activation Targeting	300x250, 728x90, 300x600, 970x250	5,550,000
<i>Instagram</i>	Adults 18+ and POLK targeting for certain Toyota makes and models ¹²	Newsfeed	2,000,000
<i>Instagram</i>	Adults 18+ and interest in Toyota	Newsfeed	2,000,000
<i>Facebook</i>	Adults 18+ and POLK targeting for certain Toyota makes and models	Newsfeed & RHC	2,500,000
<i>Facebook</i>	Adults 18+ and interest in Toyota	Newsfeed & RHC	2,000,000
TOTAL			22,050,000

Combined, more than 22 million targeted impressions will be generated by the Digital Notices.¹³ The Digital Notices will run for approximately thirty days. Clicking on the Digital Notices will link the reader to the settlement website, where they can easily obtain detailed information about the Settlement.

SPONSORED SEARCH LISTINGS

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

¹⁰ “Custom Affinity Target” allows us to target specific websites, keywords, and/or relevant content that our target may be viewing.

¹¹ “Custom Intent Target” allows us to target individuals that are researching or purchasing certain items on the internet.

¹² POLK is a data company that has extensive Vehicle Registration data. Their social media data products can be utilized for Facebook/Instagram campaigns. Targeting includes owners and lessees of Subject Vehicles.

¹³ The third-party ad management platform, ClickCease will be 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.).

visitors search on selected common keyword combinations related to the Settlement, the sponsored search listing created for the Settlement will be displayed. Generally, the sponsored search listing will appear at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. The sponsored search listings will be targeted to the Class States. All sponsored search listings will link directly to the settlement website.

INFORMATIONAL RELEASE

To build additional reach and extend exposures, a party-neutral Informational Release (in English and Spanish) will be issued nationwide via *PR Newswire's U.S.1 newswire* to approximately 13,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television, and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media. The Hispanic newswire reaches over 1,900 Hispanic US general media contacts as well as up to 4,840 additional industry-specific Hispanic media contacts. The Hispanic release also includes a guaranteed placement on 40+ Hispanic websites and/or news portals. The Informational Release will include the address of the settlement website and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

SETTLEMENT WEBSITE

Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Relevant documents, including the Settlement Agreement, Long Form Notice, Complaint, Preliminary Approval Order, Motion for Approval of Attorneys' Fees and Costs (when available), and other Court documents, will be posted on the settlement website. In addition, the settlement website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Notice Administrator, and how to obtain other case-related information. Class Members will also be able to file a Claim Form on the settlement website. The Settlement website address will be prominently displayed in all notice documents.

TOLL-FREE TELEPHONE NUMBER & CONTACT INFORMATION

A toll-free telephone number will be established for the Settlement. Class Members will be able to call for additional information, listen to answers to FAQs, and request that a Long Form Notice and Claim Form ("Claim Package") be mailed to them. Callers will also have the option to connect with a live operator. The toll-free telephone number will be prominently displayed in all notice documents. The automated telephone system will be available 24 hours per day, 7 days per week.

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

PLAIN LANGUAGE NOTICE DESIGN

The Notices are designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Class Members. The design of the Notices follows 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 we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read summaries of all key information about Class Members’ rights and options. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual mailing and display for grammatical errors and accuracy.

The Long Form Notice will provide substantial information to Class Members. The Long Form Notice will include details regarding the Class Members’ ability to opt-out or object to the Settlement Agreement, the deadline to do so, and the date, time, and location of the Final Approval Hearing, among other information.

CAFA NOTICE

Pursuant to the Settlement Agreement, Epiq will provide notice of the proposed Settlement under CAFA, 28 U.S.C. §1715(b), to appropriate state, federal, and U.S. Territory government officials.

DATA PRIVACY AND SECURITY

Epiq has procedures in place to protect the security of class data, including Personal Identifiable Information (“PII”) and Vehicle Identification Numbers (“VINs”). As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official capacity as the Settlement Notice Administrator for this Action. A Services Agreement, which formally retains Epiq as the Settlement Notice Administrator, will govern Epiq’s administration responsibilities for the Action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

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

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.

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.

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.

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.

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.

Exhibit 6

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

GLENN KESSELMAN, *et al.*,
*individually and on behalf of similarly
situated individuals,*

Plaintiff,

v.

TOYOTA MOTOR SALES, U.S.A.,
INC., *et al.*,

Defendants.

Case No.: 2:21-cv-06010-TJH-JC
Hon. Terry J. Hatter, Jr.

**[PROPOSED] FINAL ORDER
APPROVING RULE 23(b)(2)
CLASS ACTION SETTLEMENT**

1 **WHEREAS**, the Court, having considered the Settlement Agreement dated
2 January [DATE], 2025, (the “Settlement Agreement”) between and among Plaintiffs
3 and Defendant Toyota Motor Sales, U.S.A., Inc. (“Toyota”), the Court’s [DATE],
4 2025 Order (1) Granting Motion for Preliminary Approval of Class Settlement,
5 Certifying Class, and Directing Voluntary Notice to the Class; AND (2) Scheduling
6 Fairness Hearing (Dkt. No. [#]) (the “Preliminary Approval Order”), having held a
7 Fairness Hearing on [DATE], 2025, and having considered all of the submissions and
8 arguments with respect to the Settlement, and otherwise being fully informed, and
9 good cause appearing therefor (all capitalized terms as defined in the Settlement
10 Agreement);

11 **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. This Final Order Approving Class Action Settlement (“Final Order”)
13 incorporates herein and makes a part hereof the Settlement Agreement and its
14 exhibits and the Preliminary Approval Order. Unless otherwise provided herein, the
15 terms defined in the Settlement Agreement and Preliminary Approval Order shall
16 have the same meanings for purposes of this Final Order and accompanying Final
17 Judgment.

18 2. The Court has personal jurisdiction over all parties in the Action
19 pursuant to 28 U.S.C. § 1332, including, but not limited to all Class Members, and
20 has subject matter jurisdiction over the Action, including, without limitation,
21 jurisdiction to approve the Settlement Agreement, grant final certification of the
22 Class, settle and release all claims released in the Settlement Agreement, and dismiss
23 the Action with prejudice and enter final judgment in each Action. Venue is proper
24 in this district.

25 **I. THE SETTLEMENT CLASS**

26 3. Based on the record before the Court, including all submissions in
27 support of the settlement set forth in the Settlement Agreement (“Settlement”),
28 objections and responses thereto and all prior proceedings in the Action, as well as

1 the Settlement Agreement itself and its related documents and exhibits, the Court
2 hereby confirms the certification of the following Class (the “Class”) for settlement
3 purposes only:

4 All individuals or legal entities who, at any time as of the occurrence of
5 the Initial Notice Date, own(ed), purchase(d), or lease(d) certain 2014-
6 2019 4Runner, 2015-2018 Avalon, 2015-2018 Avalon HV, 2014-2019
7 Highlander, 2014-2019 Highlander HV, 2016-2018 Mirai, 2016-2019
8 Prius, 2017-2019 Prius Prime, 2015-2019 Prius V, 2014-2019 Sequoia,
9 2015-2017 Sienna, 2014-2019 Tacoma, 2014-2019 Tundra, 2015
10 Venza, and 2018-2019 Yaris vehicles. in the States of Arizona,
11 California, Colorado, Georgia, Illinois, Minnesota, Missouri, New
12 York, Ohio, Oregon, and Washington. Excluded from the Class are:
13 (a) Toyota, its officers, directors, employees, affiliates and affiliates’
14 officers, directors and employees; distributors and distributors’
15 officers, directors and employees; and Toyota Dealers and Toyota
16 Dealers’ officers and directors; (b) Plaintiffs’ Counsel; and (c) judicial
17 officers and their immediate family members and associated court staff
18 assigned to this case.

19 4. Since this Court granted preliminary approval, there have been no
20 “material changes to any of the information relevant to the application of the factors
21 that are used to determine whether the certification of a class is appropriate under
22 Fed. R. Civ. P. 23.” *Miller v. Wise Co., Inc.*, No. ED CV17-99616 JAK (PLAx),
23 2020 WK 1129863, at *4 (C.D. Cal. Feb. 11, 2020).

24 5. Therefore, the Court confirms, for settlement purposes and conditioned
25 upon the entry of the Final Order and Final Judgment and upon the occurrence of
26 the Final Effective Date, that the Class meets all the applicable requirements of Fed.
27 R. Civ. P. 23(a) and (b)(2):
28

1 a. *Numerosity.* The Class consists of individuals and legal entities, who at
2 any time as of the occurrence of the Initial Notice Date, own(ed), purchase(d), or
3 lease(d) one of the approximately 1.8 million Subject Vehicles located throughout
4 the States of Arizona, California, Colorado, Georgia, Illinois, Minnesota, Missouri,
5 New York, Ohio, Oregon, and Washington and satisfies the numerosity requirement
6 of Fed. R. Civ. P. 23(a)(1). Joinder of these widely-dispersed, numerous Class
7 Members into one suit would be impracticable.

8 b. *Commonality.* There are some questions of law or fact common to the
9 Class with regard to the alleged activities of Toyota in this case. These issues are
10 sufficient to establish commonality under Fed. R. Civ. P. 23(a)(2).

11 c. *Typicality.* The claims of Plaintiffs are typical of the claims of the Class
12 Members they seek to represent for purposes of settlement.

13 d. *Adequate Representation.* Plaintiffs' interests do not conflict with those
14 of absent members of the Class, and Plaintiffs' interests are co-extensive with those
15 of absent Class Members. Additionally, this Court recognizes the experience of
16 Class Counsel and Toyota's Counsel. Plaintiffs and their counsel have prosecuted
17 this Action vigorously on behalf of the Class. The Court finds that the requirement
18 of adequate representation of the Class has been fully met under Fed. R. Civ. P.
19 23(a)(4).

20 e. *Injunctive Relief is Appropriate:* where "the party opposing the class
21 has acted or refused to act on grounds that apply generally to the class, so that final
22 injunctive relief or corresponding declaratory relief is appropriate respecting the
23 class as a whole." Fed. R. Civ. P. 23(b)(2). Here, Plaintiffs' claims regarding the
24 allegedly defective Bluetooth Echo systems and Toyota's disclosures regarding
25 same are generally applicable to the Settlement Class. Moreover, the terms of the
26 Settlement provide an Outreach Program to that class as a whole that remedies
27 Plaintiffs' and the Settlement Class's claims by providing users with notice of the
28 existence of the Echo Issue, and clarification and disclosure of the Volume

1 Adjustment Protocol, all of which alleviates an ongoing issue in the Subject Vehicles
2 and restores confidence to rely on Toyota’s future representations. *See, e.g.*, Fifth
3 Am. Compl. ¶¶ 12-15, 104-105.

4 6. The designated Settlement Class Representatives are as follows: Glenn
5 Kesselman, Karen Ambrose, Paul Arellano, Craig Granger, David Douglas, Josh
6 Downs, Juan Giraldo, Matthew Shaffer, Wayne Slates, Mitchell Trockman, and
7 Jamie Brown. The Court finds that Class Representatives have adequately
8 represented the Class for purposes of entering into and implementing the Settlement
9 Agreement. The Court appoints Mike Arias, Craig S. Momita, and M. Anthony
10 Jenkins of Arias Sanguinetti Wang & Team LLP and Thomas P. Rosenfeld, Kevin
11 P. Green, Daniel S. Levy of Goldenberg Heller & Antognoli, P.C. as Class Counsel.

12 7. In making all of the foregoing findings, the Court has exercised its
13 discretion in certifying the Fed. R. Civ. P. 23(b)(2) Class.

14 **II. NOTICE TO CLASS MEMBERS**

15 8. The proposed settlement in this Action is an injunctive only Federal
16 Rule of Civil Procedure 23(b)(2) settlement, which requires no release of any
17 monetary remedies or statutory damages by any member of the Class or the
18 Plaintiffs. In (b)(2) settlements, courts frequently determine notice to Settlement
19 Class Members and opt-out rights are not necessary. *Padilla v. Whitewave Foods*
20 *Co.*, No. 2:18-CV-09327-SB-JC, 2021 WL 4902398, at *4 (C.D. Cal. May 10, 2021)
21 (“The Court therefore exercises its discretion and does not direct notice because the
22 settlement does not alter the unnamed class members’ legal rights.”); *Chan v. Sutter*
23 *Health Sacramento Sierra Region*, No. LACV1502004JAKAGR, 2016 WL
24 7638111, at *14 (C.D. Cal. June 9, 2016) (“Because notice is optional for a Rule
25 23(b)(2) class ... and the Class Members’ rights will not be prejudiced by the
26 Settlement Agreement, notice is not required for purposes of the proposed
27 Settlement Agreement.”).

28

1 9. Despite the fact that notice is not a requirement for an injunctive-only
2 Rule 23(b)(2) settlement, the record shows and the Court finds that the Notice
3 Program, which was voluntarily agreed to by the Parties, has been given to the Class
4 in the manner approved by the Court in its Preliminary Approval Order (Dkt. No.
5 [#]). The Court finds that such Class Notice (a) is reasonable and constitutes the best
6 practicable notice to Class Members under the circumstances; (b) constitutes notice
7 that was reasonably calculated, under the circumstances, to apprise Class Members
8 of the pendency of the Action and the terms of the Settlement Agreement, their right
9 to object to all or any part of the Settlement, their right to appear at the Fairness
10 Hearing (either on their own or through counsel hired at their own expense) and the
11 binding effect of the orders and Final Order and Final Judgment in the Action,
12 whether favorable or unfavorable, on all persons in the Class; and (c) constitutes
13 due, adequate, and sufficient notice to all persons entitled to receive notice, Fed. R.
14 Civ. P. 23 and any other applicable law as well as complying with the Federal
15 Judicial Center’s illustrative class action notices.

16 10. The Court further finds that Toyota, through the Settlement Outreach
17 Administrator, provided notice of the Settlement to the appropriate state and federal
18 government officials pursuant to 28 U.S.C. § 1715. Furthermore, the Court has given
19 the appropriate state and federal government officials the requisite ninety-day time
20 period to comment or object to the Settlement before entering its Final Order and
21 Final Judgment.

22 **III. FINAL APPROVAL OF SETTLEMENT AGREEMENT**

23 11. Although Rule 23 imposes strict procedural requirements on the
24 approval of a class settlement, a district court’s only role in reviewing the substance
25 of that settlement is to ensure that it is “fair, adequate, and free from collusion.”
26 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026–27 (9th Cir.1998) (holding that
27 district court should have broad discretion because it “is exposed to the litigants, and
28 their strategies, positions and proof”).

1 12. A number of factors guide the district court in making that
2 determination, including:

3 the strength of the plaintiffs' case; the risk, expense, complexity, and
4 likely duration of further litigation; the risk of maintaining class action
5 status throughout the trial; the amount offered in settlement; the extent
6 of discovery completed and the stage of the proceedings; the
7 experience and views of counsel; the presence of a governmental
8 participant; and the reaction of the class members to the proposed
9 settlement.

10 *Lane v. Facebook, Inc.*, 9 F.3d 811, 818 (9th Cir. 2012) (*citing Hanlon*, 150 F.3d at
11 1026); *Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 525 (C.D.
12 Cal. 2004).

13 13. Fed. R. Civ. P. 23(e) provides further guidance as to the requisite
14 considerations in evaluating whether a proposed settlement is fair, reasonable and
15 adequate. It states that a court must consider whether:

- 16 (A) Plaintiffs and Class Counsel have adequately represented the class;
17 (B) the proposal was negotiated at arm's length;
18 (C) the relief provided for the class is adequate, taking into account:
19 (i) the costs, risks, and delay of trial and appeal;
20 (ii) the effectiveness of any proposed method of distributing relief to
21 the class, including the method of processing class-member
22 claims;
23 (iii) the terms of any proposed award of attorney's fees, including
24 timing of payment; and
25 (iv) any agreement required to be identified under Rule 23(e)(3); and
26 (D) the proposal treats class members equitably relative to each other.

27 Fed. R. Civ. P. 23(e)(2).
28

1 14. The Court finds that the Settlement Agreement resulted from extensive
2 arm's length good faith negotiations between Plaintiffs and Toyota.

3 15. The Court further finds the Settlement Agreement is fair, reasonable,
4 and adequate given the strength of the plaintiffs' case, the risk, expense, complexity,
5 and likely duration of further litigation; the risk of maintaining class action status
6 throughout the trial; the amount offered in settlement; the extent of discovery
7 completed and the stage of the proceedings; the experience and views of counsel;
8 and the reaction of the class members to the proposed settlement; the effectiveness
9 of the Outreach Program; the treatment of class members. The Court finds that the
10 settlement provides meaningful injunctive relief to the Class, including the
11 disclosure of the existence of the Echo Issue, plus clarification and disclosure of the
12 Volume Adjustment Protocol, without requiring Class Members to release claims
13 for monetary damages. *See Campbell v. Facebook Inc.*, 951 F.3d 1106, 1123 (9th
14 Cir. 2020) (affirming approval of injunctive relief class action settlement that
15 provided targeted relief in the form of disclosures by defendant without waiving
16 class members' claims for monetary damages). As set forth above, that relief
17 provides remedies to the actual and imminent harms described in the Fifth Amended
18 Complaint.

19 16. The Court has considered all objections, timely and proper or
20 otherwise, to the Settlement and denies and overrules all of them as without merit.

21 17. Pursuant to Fed. R. Civ. P. 23(e), the Court hereby finally approves in
22 all respects the Settlement as set forth in the Settlement Agreement and finds that
23 the Settlement, the Settlement Agreement, and all other parts of the Settlement are,
24 in all respects, fair, reasonable, and adequate, and in the best interest of the Class
25 and are in full compliance with all applicable requirements of the Federal Rules of
26 Civil Procedure, the United States Constitution (including the Due Process Clause),
27 the Class Action Fairness Act, and any other applicable law. The Court hereby
28

1 declares that the Settlement Agreement is binding on all Class Members, and it is to
2 be preclusive in the Action.

3 18. The Parties are hereby directed to implement and consummate the
4 Settlement according to the terms and provisions of the Settlement Agreement. In
5 addition, the Parties are authorized to agree to and adopt such amendments and
6 modifications to the Settlement Agreement as (a) shall be consistent in all material
7 respects with this Final Order Approving Class Action Settlement, and (b) do not
8 limit the rights of the Class.

9 **IV. CLASS COUNSEL’S APPLICATION FOR ATTORNEYS’ FEES,**
10 **COSTS AND EXPENSES, AND PLAINTIFF SERVICE AWARDS**

11 19. The procedures set forth in Rule 23(h) regarding Class Counsel’s Fee
12 Application have been satisfied. The Court sets forth its findings of fact and
13 conclusions of law regarding said motion in a separate order awarding attorneys’
14 fees, costs, and a Service Award, which is incorporated herein by reference.

15 **V. DISMISSAL OF CLAIMS, RELEASE, AND PERMANENT**
16 **INJUNCTION**

17 20. The Action is hereby dismissed with prejudice on the merits and
18 without costs to any party, except as otherwise provided herein or in the Settlement
19 Agreement.

20 21. Upon entry of this Final Order and the Final Judgment, each member
21 of the Class, on behalf of themselves and any other legal or natural persons who may
22 claim by, through or under them, including their executors, administrators, heirs,
23 assigns, predecessors and successors, agree to fully, finally, and forever release,
24 relinquish, acquit, and discharge the Released Parties from any and all injunctive
25 relief, including claims, demands, suits, petitions, liabilities, causes of action, rights,
26 losses, and relief of any kind and/or type for injunctive relief regarding the subject
27 matter of the Action or the Related Action, including, whether past, present, or
28 future, mature, or not yet mature, known or unknown, suspected or unsuspected,

1 contingent or non-contingent, derivative, vicarious or direct, asserted or un-asserted,
2 including, but not limited to, alleged defects in the use, programming, and/or
3 implementation of the hands-free phone system in the Subject Vehicles, and whether
4 based on federal, state or local law, statute, ordinance, rule, regulation, code,
5 contract, tort, fraud or misrepresentation, common law, violations of any state’s or
6 territory’s deceptive, unlawful, or unfair business or trade practices, false,
7 misleading or fraudulent advertising, consumer fraud or consumer protection
8 statutes, or other laws, unjust enrichment, any breaches of express, implied or any
9 other warranties, the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any
10 other source, or any claim of any kind seeking any injunctive relief, in law or in
11 equity, arising from, related to, connected with, and/or in any way involving the
12 Action and/or the Related Action (“Released Claims”).

13 22. Upon entry of this Final Order and the Final Judgment, Plaintiffs and
14 any other legal or natural persons and entities who or which may claim by, through,
15 or under them, including their executors, administrators, heirs, assigns, predecessors
16 and successors, agree to fully, finally, and forever release, relinquish, acquit, and
17 discharge the Released Parties from any and all relief, including claims, demands,
18 suits, petitions, liabilities, causes of action, rights, losses, damages and relief of any
19 kind and/or type for injunctive relief regarding the subject matter of the Action
20 and/or the Related Action, including, not limited to, injunctive or declaratory relief,
21 compensatory, exemplary, statutory, punitive, restitutionary damages, civil
22 penalties, and expert or attorneys’ fees and costs, whether past, present, or future,
23 mature, or not yet mature, known or unknown, suspected or unsuspected, contingent
24 or non-contingent, derivative, vicarious or direct, asserted or un-asserted, including,
25 but not limited to, alleged defects in the use, programming, and/or implementation
26 of the hands-free phone system in the Subject Vehicles, and whether based on
27 federal, state or local law, statute, ordinance, rule, regulation, code, contract, tort,
28 fraud or misrepresentation, common law, violations of any state’s or territory’s

1 deceptive, unlawful, or unfair business or trade practices, false, misleading or
2 fraudulent advertising, consumer fraud or consumer protection statutes, or other
3 laws, unjust enrichment, any breaches of express, implied or any other warranties,
4 the Magnuson-Moss Warranty Act, or Song-Beverly Act, or any other source, or any
5 claim of any kind, in law or in equity, arising from, related to, connected with, and/or
6 in any way involving the Action and/or the Related Action.

7 23. Plaintiffs are deemed to acknowledge and waive Section 1542 of the
8 Civil Code of the State of California and any law of any state or territory that is
9 equivalent to Section 1542. Section 1542 provides that:

10 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
11 **THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
12 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
13 **EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER**
14 **MUST HAVE MATERIALLY AFFECTED HIS OR HER**
15 **SETTLEMENT WITH THE DEBTOR OR RELEASE PARTY.**

16 Plaintiffs expressly waive and relinquish any and all rights and benefits that they
17 may have under, or that may be conferred upon them by, the provisions of Section
18 1542 of the California Civil Code, or any other law of any state or territory that is
19 similar, comparable or equivalent to Section 1542, to the fullest extent they may
20 lawfully waive such rights. Notwithstanding Plaintiffs' express waiver of any rights
21 conferred under Section 1542 of the Civil Code of the State of California with
22 respect to the Released Claims, the release of the Plaintiffs' claims is limited to
23 claims arising from and related to the facts alleged in the Action, the Fifth Amended
24 Class Action Complaint, or any amendments of the Class Action Complaint
25 pertaining to the Subject Vehicles' Bluetooth Echo systems.

26 24. The Court orders that the Settlement Agreement shall be the exclusive
27 remedy for all claims released in the Settlement for all Class Members.
28

1 25. All Class Members and their representatives are hereby permanently
2 barred and enjoined from, either directly, through their representatives, or in any
3 other capacity instituting, maintaining, prosecuting, and/or asserting any suit,
4 action, claim, and/or proceeding, whether legal, administrative, or otherwise against
5 the Released Parties, either directly or indirectly, on their own behalf, on behalf of a
6 class or on behalf of any other person or entity seeking any claims for injunctive
7 relief that are encompassed by the Release in the Settlement Agreement. Pursuant to
8 28 U.S.C. §§ 1651(a) and 2283, the Court finds that issuance of this permanent
9 injunction is necessary and appropriate in aid of its continuing jurisdiction and
10 authority over the Settlement and the Action.

11 **V. OTHER PROVISIONS**

12 26. Without affecting the finality of this Final Order or the accompanying
13 Final Judgment, the Court retains continuing and exclusive jurisdiction over the
14 Action and all matters relating to the administration, consummation, enforcement,
15 and interpretation of the Settlement Agreement and of this Final Order and the
16 accompanying Final Judgment, to protect and effectuate this Final Order and the
17 accompanying Final Judgment, and for any other necessary purpose. The Parties,
18 Plaintiffs, and each Class Member are hereby deemed to have irrevocably submitted
19 to the exclusive jurisdiction of this Court, for the purpose of any suit, action,
20 proceeding, or dispute arising out of or relating to the Settlement Agreement or the
21 applicability of the Settlement Agreement, including the exhibits thereto, and only
22 for such purposes.

23 27. In the event that the Final Effective Date does not occur, certification
24 of the Class shall be automatically vacated and this Final Order and the
25 accompanying Final Judgment, and other orders entered in connection with the
26 Settlement and releases delivered in connection with the Settlement, shall be vacated
27 and rendered null and void as provided by the Settlement Agreement.

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Exhibit 7

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

GLENN KESSELMAN, *et al.*, individually
and on behalf of similarly situated individuals,

Plaintiff,

v.

TOYOTA MOTOR SALES, U.S.A., INC.,
et al.,

Defendants.

Case No.: 2:21-cv-06010-TJH-JC
Hon. Terry J. Hatter, Jr.

[PROPOSED] FINAL JUDGMENT

1 IT IS on this _____ day of _____ 2025, **HEREBY**
2 **ADJUDGED AND DECREED PURSUANT TO FEDERAL RULES OF CIVIL**
3 **PROCEDURE 23 and 58 AS FOLLOWS:**

4 (1) On this date, the Court entered a Final Order Approving Class
5 Action Settlement (Dkt. No. __);

6 (2) For the reasons stated in the Court’s Final Order Approving Class
7 Action Settlement, judgment is entered in accordance with the Final Order Approving
8 Class Action Settlement and this Action is dismissed with prejudice; and

9 (3) A copy of this Final Judgment shall be filed in, and applies to, this
10 Action.

11
12 SO ORDERED this _____ day of _____ 2025.

13
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15 _____
16 Honorable Terry J. Hatter, Jr.
17 United States District Court
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