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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

THOMAS FAN, MATTHEW KIMOTO, and
CLINTON BROWN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NBA PROPERTIES, INC. and DAPPER LABS,
INC.,

Defendants.

Case No. 3:23-cv-05069-SI

**PLAINTIFFS' NOTICE OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT;
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; SUPPORTING
MEMORANDUM OF POINTS AND
AUTHORITIES**

Date: September 5, 2025
Time: 10:00 a.m.
Courtroom: 1
Judge: Hon. Susan Illston

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 5, 2025, at 10:00 a.m., or another time the
3 Court deems more convenient, in Courtroom 1 on the 17th Floor of the San Francisco United
4 States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, the Honorable Susan
5 Illston presiding, Plaintiffs Thomas Fan, Matthew Kimoto, and Clinton Brown (collectively,
6 “Plaintiffs”), by and through their undersigned counsel of record, will and hereby do move,
7 pursuant to Fed. R. Civ. P. 23(e), for the Court to: (i) grant preliminary approval of the proposed
8 Class Action Settlement Agreement and Release (the “Settlement Agreement”) submitted herewith;
9 (ii) provisionally certify the Settlement Class for the purposes of preliminary approval, designate
10 Plaintiffs as the Class Representatives, and appoint the undersigned as Class Counsel; (iii) establish
11 procedures for providing notice to members of the Settlement Class; (iv) approve forms of notice
12 to Settlement Class Members; (v) mandate procedures and deadlines for exclusion requests and
13 objections; and (vi) set a date, time, and place for a Final Approval Hearing (the “Motion”).

14 This Motion is made on the grounds that the terms of the proposed Settlement Agreement
15 are fair, reasonable, and adequate, and that preliminary approval of the Settlement is therefore
16 proper because each requirement of Rule 23(e) has been met. Accordingly, Plaintiffs request that
17 the Court enter the accompanying [Proposed] Order Preliminarily Approving the Proposed Class
18 Action Settlement, Scheduling Hearing for Final Approval Thereof and Approving the Proposed
19 Form and Plan of Class Notice (the “[Proposed] Preliminary Approval Order”).

20 The Motion is based on the Declaration of Stefan Bogdanovich (the “Bogdanovich Decl.”)
21 and the exhibits attached thereto, including the Settlement Agreement; the [Proposed] Preliminary
22 Approval Order submitted herewith; the Memorandum of Law filed herewith; the pleadings and
23 papers on file in this case; and such evidence and argument as the Court may consider at any
24 hearing on this motion.

25 Dated: July 31, 2025

BURSOR & FISHER, P.A.

27 By: /s/Stefan Bogdanovich
28 Stefan Bogdanovich

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I. INTRODUCTION

Plaintiffs Thomas Fan, Matthew Kimoto, and Clinton Brown (collectively, “Plaintiffs”), by and through the undersigned counsel, respectfully submit this memorandum in support of Plaintiffs’ Motion for Preliminary Approval of the Class Action Settlement. The Settlement Agreement (the “Settlement” or “Settl.”)¹ and its exhibits are attached to the Declaration of Stefan Bogdanovich (the “Bogdanovich Decl.” or “Declaration”), filed herewith.

Plaintiffs allege Defendant Dapper Labs, Inc., using intellectual property assets from NBA Properties, Inc., (collectively, “Defendants” and together with Plaintiffs the “Parties”) developed NBA Top Shot, an online trading platform where consumers can buy and sell Moments, Non-Fungible Tokens (“NFTs”) of professional basketball “players performing highlight-worthy plays” using a private blockchain technology. *See* Third Amended Complaint, ECF No. 89 (“Complaint”) ¶ 2. When consumers create accounts with NBA Top Shot, they can create their own username or receive “random and anonymous usernames,” that are used to record their ownership of the video clips.² *Id.* ¶ 3. The NBA Top Shot’s private blockchain displays which anonymous users own which NFTs. *Id.* “One of the main appeals of blockchain technology like this is that it allows anyone to verify the ownership of an asset while simultaneously keeping the owner’s identity anonymous.” *Id.* Plaintiffs allege that Defendants did not keep owners’ identities anonymous. *Id.* ¶ 4. Instead, Plaintiffs allege Defendants installed the Meta Tracking Pixel on nbatopshot.com, and thus disclosed the records of NFTs consumers purchased, along with their Facebook IDs, to an unrelated third party completely separate from the blockchain. *Id.* Plaintiffs brought this case on behalf of themselves and other consumers, alleging Defendants violated the Video Protection Privacy Act (“VPPA”) and its California state law analogue, Cal. Civil Code § 1799.3. *Id.* ¶ 5.

After nearly two years of hard-fought litigation, a review of over twenty thousand documents, seven depositions, multiple rounds of third-party discovery, and months of

¹ All capitalized terms not otherwise defined herein shall have the same definitions as set out in the Settlement. *See* Bogdanovich Decl. Ex. 1.

² Defendants do not agree that Moments qualify as “videos” for the purposes of the Video Protection Privacy Act. Use of the term “video” throughout this motion does not constitute agreement that NFTs are videos.

1 negotiations, the Parties have reached a settlement that provides real and substantial monetary
 2 benefit to the Class. Defendants have agreed to pay \$7,050,000 into a non-reversionary settlement
 3 fund from which each of the approximately 1,221,288 potential Settlement Class Members will be
 4 entitled to a *pro rata* share. If approved, and assuming a 3% claims rate, which is typical for Meta
 5 Pixel VPPA settlements³, it will result in a cash recovery per claim (including administrative costs,
 6 attorneys fees and other expenses) of \$192.42.

7 This compares favorably with finally approved Meta Pixel common-fund settlements:

Case	Cash Settlement Amount	Potential Class Members	Claims Rate per Claimant	Cash Recovery Per Claim at 3% claim rate
<i>Ambrose v. Boston Globe, Inc.</i> , Case No. 22-cv-10195-RGS (D. Mass.) ⁴	\$4,000,000	516,125	\$7.70	\$258.33
<i>Fan v. NBA Properties, Inc.</i>, Case No. 23-cv-5069-SI (N.D. Cal.)	\$7,050,000	1,221,288	\$5.77	\$192.42
<i>Guida v. Gaia, Inc.</i> , Case No. 22-cv-2350-GPG (D. Colo.)	\$2,000,000	478,000	\$4.18	\$139.39
<i>Fiorentino v. FloSports, Inc.</i> , Case No. 22-cv-11502-AK (D. Mass)	\$2,625,000	639,000	\$4.10	\$136.93
<i>Vela v. AMC Networks, Inc.</i> , Case No. 23-cv-2524-ALC (S.D.N.Y.)	\$8,300,000	7,300,000	\$1.14	\$37.90
<i>Stark v. Patreon, Inc.</i> , Case No. 22-cv-03131-JCS (N.D. Cal.)	\$7,250,000	8,097,092	\$0.89	\$29.85
<i>Beltran v. Sony Pictures</i>	\$16,000,000	19,581,200	\$0.81	\$27.23

23 ³ Claims rates for such cases have ranged from 1.3 to 3.3 percent, given that not everyone who
 24 holds an account with the video service provider necessarily has a Facebook account and submits a
 25 claim which provides this information. *See Stark, et al. v. Patreon, Inc.*, Case No. 3:22-cv-03131-
 26 JCS (N.D. Cal. 2024), ECF No. 197 (1.3% claims rate); *Fiorentino v. FloSports, Inc.*, Case No.
 27 1:22-cv-11502 (D. Mass 2022), ECF No. 72 (3.3% claims rate); *Ambrose v. Boston Globe Media
 Partners, LLC*, Case No. 1:22-cv-10195-RGS (D. Mass 2022), ECF Nos. 63, 67 (estimated 2.6%
 28 claims rate); *Beltran, Jr., et al. v. Sony Pictures Entertainment Inc.*, Case No. 1:22-cv-04858 (N.D.
 II. 2022), ECF No. 53 (1.75% claims rate).

⁴ Class counsel in this case was also Bursor & Fisher P.A.

<i>Entertainment, Inc.</i> , Case No. 22-cv-4858-SLE (N.D. Ill.)				
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As with any class action, the Settlement is subject initially to preliminary approval and then to final approval by the Court after notice to the class and a hearing. Plaintiffs ask the Court to enter an order in the form of the Proposed Preliminary Approval Order, which is attached hereto. That Order will: (1) grant preliminary approval of the Settlement; (2) conditionally certify the Class, designate Plaintiffs as Class Representatives, and appoint Bursor & Fisher, P.A. as Class Counsel; (3) appoint Epiq Systems, Inc. (“Epiq”) as the Settlement Administrator and establish procedures for giving notice to members of the Class; (4) approve forms of notice to Class Members; (5) mandate procedures and deadlines for exclusion requests and objections; and (6) set a date, time, and place for a final approval hearing.

Class certification for purposes of settlement is appropriate under Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3). The proposed Class is so numerous that the joinder of all Class Members is impracticable; there are questions of law or fact common to the proposed Class; the proposed Class Representatives’ claims are typical of those of the Class; and the proposed Class Representatives will fairly and adequately protect the interests of the proposed Class. In addition, common issues of law and fact predominate over any questions affecting only individual members and a class action as proposed here is superior to other available methods for the fair and efficient adjudication of the controversy.

The Settlement is fair and reasonable and falls within the range of possible approval. It is the product of extended arms-length negotiations between experienced attorneys familiar with the legal and factual issues of this case and all Class Members are treated fairly under the terms of the Settlement. Plaintiffs, by and through their counsel, have conducted an extensive investigation into the facts and law relating to this matter as set forth below and in the accompanying Declaration. While Plaintiffs believe they could secure class certification and prevail on the merits at trial, success is not guaranteed, particularly given the uncertainty in the law surrounding the VPPA, and Defendants are prepared to vigorously defend this case and oppose class certification. The terms of

1 the Settlement provide Settlement Class Members with meaningful compensation and meet or
2 exceed the applicable standards of fairness. Accordingly, the Court should preliminarily approve
3 the Settlement so that the Settlement Class Members can receive notice of their rights, and the
4 claims administration process may begin.

5 **II. PROCEDURAL AND FACTUAL BACKGROUND**

6 On October 3, 2023, Plaintiff Thomas Fan filed this putative class action alleging that
7 Defendants disclosed NBA Top Shot users' personally identifiable information ("PII") to Meta
8 Platforms, Inc. without proper consent, in violation of the VPPA and its California state law
9 corollary, California Civil Code §1799.3. ECF No. 1. After nearly two years and hundreds of hours
10 of hard-fought litigation, the Parties put down their pens and agreed to settle the dispute.

11 The Parties engaged in substantial motion practice, including three fully briefed pleading
12 motions: Dapper Lab's Inc.'s motion to dismiss itself from the action, NBA Properties Inc.'s
13 second motion to dismiss itself from the action, and Named Plaintiff Fan's request to amend the
14 complaint to add two new class representatives, Matthew Kimoto and Clinton Brown. ECF Nos.
15 25, 50, 89. The parties engaged in months of fulsome discovery. Plaintiffs reviewed over twenty
16 thousand documents produced by Defendants. All three Plaintiffs were deposed, and had
17 completed their document production. Bogdanovich Decl., ¶ 3. Two Rule 30(b)(6) witnesses for
18 both Defendants were also deposed, along with three fact witnesses in their personal capacity. *Id.*
19 Meta had also completed its document production and produced two declarations. *Id.* ¶ 4. Plaintiffs
20 had begun drafting their motions for class certification and summary judgment. *Id.* ¶ 5.

21 In short, both sides had a clear understanding of the strengths and weaknesses of their case.
22 With the fact-discovery cut-off approaching, on May 27, 2025, the Parties, through their respective
23 counsel, participated in a full-day mediation with former United States District Judge Wayne R.
24 Andersen, formerly of the Northern District of Illinois. *Id.* ¶ 5. Judge Andersen had previously
25 mediated the *AMC Networks* and *Flo Sports* Meta Pixel VPPA settlements listed above. *Id.*

26 While an agreement was not reached at the mediation, the Parties continued to engage in
27 arms-length negotiations facilitated by Judge Andersen. ECF No. 105. On June 6, 2025, the Parties
28 notified the Court that they had reached a settlement in principle. ECF No. 106. After further

1 negotiations, the parties executed a Term Sheet on July 14, 2025 resolving the case.

2 **III. TERMS OF THE SETTLEMENT**

3 The key terms of the settlement and its administration are summarized below, in accordance
4 with the Northern District of California’s Procedural Guidelines for Class Action Settlements.

5 **A. Class Definition**

6 The proposed Settlement Class consists of “all individuals in the United States who had
7 NBA Top Shot accounts and Facebook accounts from June 15, 2020 to January 30, 2025.” Sett. ¶
8 1.35. Excluded from the Class is any entity in which Defendants have a controlling interest, and
9 officers, directors, agents, attorneys, and employees of Defendants. *Id.* The only modification
10 between this definition and the definition used in the operative Third Amended Complaint is it
11 removes the qualifier “and viewed or purchased video clips on nbatopshot.com during the statutory
12 period.” TAC ¶ 85. As a practical matter, the nbatopshot.com website is a platform to buy, sell,
13 and anonymously display video clips, and nothing else, so this qualifier was largely unnecessary,
14 as virtually everyone who had an NBA Top Shot account would have thus either viewed or
15 purchased a video. The purpose of this modification was to make it easier for Settlement Class
16 Members to understand whether they qualify, and reduce the risk of individuals not filing a claim
17 because they misread the class definition. According to Defendants, there are 1,221,288 people
18 who had NBA Top Shot accounts in the United States. Sett. ¶ 6.2.

19 Of those NBA Top Shot account holders, only those who had Facebook account, and used
20 Facebook on the same browser as the browser they used to visit NBA Top Shot would have had
21 their unencrypted Facebook ID disclosed. In *Stark v. Patreon*, another Plaintiffs’ counsel in a Meta
22 Pixel case in this district “estimate[d] that about 20%” of all account holders of a video streaming
23 service qualified “[b]ased on publicly available data regarding web browsing habits, use of cookie
24 blockers or private browsing, and Facebook login rates.” No. 22-CV-03131-JCS, 2025 WL
25 1592736, at *4 (N.D. Cal. June 5, 2025). Assuming this estimate is accurate, approximately
26 244,258 NBA Top shot account holders here would qualify.

27 **B. The Claims to be Released**

28 In exchange for the relief laid out in the Settlement, Defendants and each of their related

1 and affiliated entities as well as all “Released Parties,” as defined at Settl. ¶ 1.29, will receive a full
2 release of any and all claims “that were brought or could have been brought in the Action relating
3 to the Meta Pixel on nbatopshot.com.” *Id.* ¶ 1.28.

4 **C. The Settlement Benefits**

5 Under the Settlement, Defendants will pay or cause to be paid \$7,050,000 into a non-
6 reversionary settlement fund (the “Settlement Fund”) and agrees that each class member may file a
7 claim that will entitle him/her to a *pro rata* cash payment from the Settlement Fund. Settl. ¶ 2.1(a)-
8 (b).

9 Additionally, Defendants agree as part of the Settlement to cease operation of the Meta
10 Tracking Pixel on any pages on its Website, unless and until the VPPA or California Civil Code
11 §1799.3 are amended, repealed, or otherwise invalidated unless Defendants are otherwise in
12 compliance with those laws. *Id.* ¶ 2.2

13 **D. Other Cases Affected by the Settlement**

14 The Parties are unaware of any other cases that may be affected by the Settlement.⁵

15 **E. Allocations and Payments from the Settlement Fund**

16 **1. The Settlement Fund**

17 Under the Settlement, Defendants will pay or cause to be paid \$7,050,000 into a non-
18 reversionary settlement fund (the “Settlement Fund”) and agree that each class member may file a
19 claim that will entitle him/her to a *pro rata* cash payment from the Settlement Fund. Settl. ¶ 2.1(a)-
20 (b). The Settlement Fund will be used to pay all approved claims by Settlement Class Members,
21 Notice and Settlement Administration Costs, taxes owed by the Settlement Fund, any Court-
22 approved service award to Plaintiffs, and any Court-approved Attorneys’ Fees and Expense Award.
23
24

25 ⁵ A settlement has also been reached in *Ohebshalom v. Dapper Labs, Inc.*, Index Number
26 615987/2025 (N.Y. Sup. Ct.), which involves Dapper’s use of *other* tracking technologies, (such as
27 the TikTok, Snapchat, X, and Microsoft Bing Pixels)—not including the Meta Pixel—on the NBA
28 Top Shot website, as well as *all* tracking pixels on other websites like NFL All Day, Disney
Pinnacle, UFC Strike and La Liga Golazos. The *Ohebshalom* settlement will not impact the
settlement in this case.

1 Settl. ¶ 1.37. The Settlement Amount reverts to Defendants only if the Settlement Agreement is
2 voided, cancelled, or terminated. Settl. ¶ 9.3

3 The Settlement Fund will be distributed *pro rata*. Settl. ¶ 2.1(b). Any funds remaining
4 after the 180-day deadline for distribution of Cash Awards will be distributed *pro rata*, after
5 deducting any necessary settlement administration expenses, to all Settlement Class Members who
6 claimed their payments. Settl. ¶ 2.1(d). Should a secondary distribution be infeasible, any
7 unclaimed funds will be distributed *cy pres* to the Electronic Frontier Foundation (“EFF”), a non-
8 sectarian, not-for-profit organization. Settl. ¶ 2.1(e). EFF bears a close relationship to the subject
9 matter of this lawsuit, focusing on law and policy relating to the individual rights on the internet.
10 Neither Plaintiffs nor their counsel have a relationship with EFF. Bogdanovich Decl. ¶ 9.

11 **2. Service Awards**

12 The Settlement would not have been possible without the time and effort of the named
13 Plaintiffs. Accordingly, Plaintiffs’ counsel will ask that the Court award each Named Plaintiff a
14 \$10,000 Service Award to be payable from the Settlement Fund. Settl. ¶ 8.3.

15 Plaintiffs have been active participants in the litigation—above and beyond the typical
16 consumer class action case. Bogdanovich Decl., ¶ 10. They investigated the matter prior to and
17 after retaining their attorneys, participated in the plaintiff vetting process implemented by
18 Plaintiffs’ counsel, reviewed and approved the Complaint, kept in contact with counsel to monitor
19 the progress of the litigation, including answering multiple sets of discovery requests and produced
20 over a thousand pages of documents. *Id.* They learned how to use their browser developer tools to
21 determine their Facebook ID numbers and how to download their off-Facebook activity reports. *Id.*
22 All three Plaintiffs were also deposed by Defendants. In Plaintiff Thomas Fan’s case, his
23 deposition took place over a weekend because of his inability to take time off from work. *Id.* In
24 advance of all their depositions, they spent substantial time reviewing their discovery and
25 communicating with counsel. *Id.* They also reviewed and communicated with counsel regarding
26 the Settlement Agreement and its exhibits. *Id.*

27 **3. Attorneys’ Fees and Expense Award**

28 As part of the Settlement, Class Counsel shall apply to the Court for payment of an award

1 of attorneys' fees, paid out of the Settlement Fund, of no more than one-third of the Settlement
2 Fund (*i.e.*, \$2,350,000.00), inclusive of reimbursement of Class Counsel's costs and expenses
3 incurred on behalf of the Plaintiff and the Class. Settl. ¶ 8.1. The unaudited lodestar invested in
4 this case by Plaintiffs' Counsel as of July 2025 is approximately \$1,000,000. *See* Bogdanovich
5 Decl. ¶8. If this lodestar remains unchanged (which is unlikely), the proposed attorneys' fee would
6 reflect a multiplier of 2.35. *Id.* The Proposed Preliminary Approval Order provides that Class
7 Counsel will file a motion for payment of attorneys' fees and expenses prior to the Final Approval
8 Hearing and at the same time as the Opt-Out and Objection Deadline. Class Members and/or
9 Defendant will have the opportunity to comment on or object to the fee petition under Rule 23(h),
10 consistent with Ninth Circuit authority. *See Mercury Interactive Corp. Secs. Litig. v. Mercury*
11 *Interactive Corp.*, 618 F.3d 988, 993-94 (9th Cir. 2010).

12 **F. Settlement Administration**

13 The Parties propose that Epiq, an experienced and reputable national class action
14 administrator, serve as Settlement Administrator to provide notice; administer the claim process;
15 distribute payments; and provide other services necessary to implement the Settlement. Settl. ¶
16 1.33. Class Counsel selected the Settlement Administrator after soliciting competing bids from
17 three potential claims administrators, all of whom submitted responses. Bogdanovich Decl. ¶ 6.
18 Email notice and a settlement website were proposed by each potential administrator. *Id.* Over the
19 past two years, Class Counsel has utilized Epiq as a settlement administrator for new engagements
20 several times. *Id.* Plaintiffs' counsel have used Epiq 34 times in the past. Epiq has administered
21 several other VPPA class actions, including *Ambrose v. Boston Globe*, Case No. 22-cv-10195-
22 RGS, ECF No. 67 (D. Mass), and its bid was the lowest. *Id.* Proposed claims payment methods
23 included popular digital consumer platforms (PayPal, Venmo, Amazon, Target, Zelle, Digital
24 Disbursements, etc.), a virtual debit card, and mailed settlement checks.

25 Epiq will serve as a data processor and act only at the direction of the designated data
26 controller or of the Court. Declaration of Camaron Azari, ¶ 12. Epiq will not utilize or perform
27 other procedures on personal data provided or obtained as part of services as Settlement
28 Administrator. *Id.* Epiq will not use any information provided by Settlement Class Members for

1 any other purpose than the administration of this Action. *Id.* Its data centers are defended by multi-
2 layered, physical access security, including formal ID and prior approval before access is granted,
3 closed-circuit television (“CCTV”), alarms, biometric devices, and security guards, 24 hours per
4 day, 7 days per week. *Id.* ¶ 14. It also maintains insurance coverage in case of errors. *Id.* ¶ 11.

5 Class Counsel estimates a claim rate of 3% based on the comparable VPPA settlements
6 discussed above. Epiq anticipates a total of \$125,000 to \$150,000 in administrative costs. This
7 amount is reasonable given that it only accounts for 1.77% to 2.12% of the total settlement value.
8 The costs are to be paid out from the total settlement value.

9 G. The Notice Plan

10 In the event the Court preliminarily approves the Settlement, no later than the fourteen (14)
11 days after entry of the Preliminary Approval order, “the Settlement Administrator shall send Notice
12 via email substantially in the form attached as Exhibit B to all Settlement Class Members for whom
13 a valid email address is in the Class List.” Settl. ¶ 4.1(b).

14 Both thirty (30) days prior to the Claims Deadline and seven (7) days prior to the Claims
15 Deadline, the Settlement Administrator shall again send Notice via email substantially in the form
16 attached as Exhibit B to the **Settlement Agreement** (with minor, non-material modifications to
17 indicate that it is a reminder email rather than an initial notice), along with an electronic link to the
18 Claim Form, to all Settlement Class Members for whom a valid email address is available in the
19 Class List. Settl. ¶ 4.1(c).

20 Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be
21 provided on a website which shall be administered and maintained by the Settlement Administrator
22 and shall include the ability to file Claim Forms online. *Id.* ¶ 4.1(d). Notice provided on the
23 Settlement Website shall be substantially in the form of Exhibit C to the **Settlement Agreement**.

24 Pursuant to 28 U.S.C. § 1715, not later than ten (10) days after the Agreement is filed with
25 the Court, the Settlement Administrator shall serve the Attorneys General of each U.S. State in
26 which Settlement Class members reside, the Attorney General of the United States, and other
27 required government officials, notice of the proposed settlement as required by law. *Id.* ¶ 4.1(e).

1 The Notice shall advise the Settlement Class of their rights, including the right to be
2 excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. *Id.*
3 ¶ 4.2. The Notice shall specify that any objection to the Settlement Agreement, and any papers
4 submitted in support of said objection, shall be considered by the Court at the Final Approval
5 Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and
6 specified in the Notice, the Person making the objection files notice of an intention to do so and at
7 the same time (a) files copies of such papers he or she proposes to be submitted at the Final
8 Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class
9 Member represented by counsel, files any objection through the Court’s CM/ECF system, and (b)
10 sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and
11 Defendants’ Counsel. *Id.*

12 **IV. PRELIMINARY APPROVAL IS APPROPRIATE**

13 “The Ninth Circuit maintains a strong judicial policy that favors the settlement of class
14 actions.” *Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 966 (N.D. Cal. 2019)
15 (internal quotations and citation omitted). “[I]n the context of a case in which the parties reach a
16 settlement agreement prior to class certification, courts must peruse the proposed compromise to
17 ratify both the propriety of the certification and the fairness of the settlement.” *Staton v. Boeing*
18 *Co.*, 327 F.3d 938, 952 (9th Cir. 2003). Because the essence of settlement is compromise, courts
19 should not reject a settlement solely because it does not provide complete victory, given that parties
20 to a settlement “benefit by immediately resolving the litigation and receiving some measure of
21 vindication for [their] position[s] while foregoing the opportunity to achieve an unmitigated
22 victory.” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill.
23 2010) (internal quotations and citation omitted). “[V]oluntary conciliation and settlement are the
24 preferred means of dispute resolution. This is especially true in complex class action litigation[.]”
25 *Officers for Just. v. Civ. Serv. Comm’n of City & Cnty. of San Francisco*, 688 F.2d 615, 625 (9th
26 Cir. 1982), *cert. denied*, 459 U.S. 1217 (1983); *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,
27 1238 (9th Cir. 1998) (affirming district court’s certification of class settlement); *Class Plaintiffs v.*
28 *City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992) (same).

1 “At the preliminary approval stage, the settlement need only be potentially fair.” *Uschold*
2 *v. NSMG Shared Servs., LLC*, 333 F.R.D. 157, 169 (N.D. Cal. 2019) (internal quotations and
3 citation omitted); *see also Class Plaintiffs*, 955 F.2d at 1276 (“Although Rule 23(e) is silent
4 respecting the standard by which a proposed settlement is to be evaluated, the “universally applied
5 standard is whether the settlement is fundamentally fair, adequate and reasonable.”). Preliminary
6 approval is thus appropriate if “the proposed settlement appears to be the product of serious,
7 informed, non-collusive negotiations, has no obvious deficiencies, does not improperly grant
8 preferential treatment to class representatives or segments of the class, and falls within the range of
9 possible approval.” *Uschold*, 333 F.R.D. at 169.

10 **A. The Proposed Settlement Is Fair, Reasonable, and Adequate**

11 Rule 23(e) provides that “the claims, issues, or defenses of a certified class may be settled
12 ... only with the court’s approval.” Fed. R. Civ. P. 23(e). “The parties must provide the court with
13 information sufficient to enable it to determine whether to give notice of the proposal to the class,”
14 and if, upon reviewing that information, the court concludes that is likely “to: (i) approve the
15 proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal,”
16 then the court “must direct notice in a reasonable manner to all class members who would be
17 bound by the proposal.” *Id.* This is the “preliminary approval” decision that Plaintiffs now ask the
18 Court to make. *See* Fed. R. Civ. P. 23, Adv. Comm. Notes to 2018 Amendment.

19 “The primary concern of [Rule 23(e)] is the protection of th[e] Class Members, including
20 the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.”
21 *Officers for Justice*, 688 F.2d at 624. The Court may approve a settlement agreement “after a
22 hearing and only on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). In
23 analyzing a class settlement, courts in the Ninth Circuit examine

24 a balancing of several factors which may include, among others,
25 some or all of the following: the strength of plaintiffs’ case; the risk,
26 expense, complexity, and likely duration of further litigation; the
27 risk of maintaining class action status throughout the trial; the
28 amount offered in settlement; the extent of discovery completed, and
the stage of the proceedings; the experience and views of counsel;
the presence of a governmental participant; and the reaction of the
class members to the proposed settlement.

1 *Linney*, 151 F.3d at 1242.

2 Approval of a class action settlement requires a two-step process: preliminary approval
3 followed by a later, final approval. *See West v. Circle K Stores, Inc.*, 2006 WL 1652598, at *2
4 (E.D. Cal. June 13, 2006) (“[A]pproval of a class action settlement takes place in two stages.”). At
5 the preliminary approval stage, the court “evaluate[s] the terms of the settlement to determine
6 whether they are within a range of possible judicial approval.” *Wright v. Linkus Enters., Inc.*, 259
7 F.R.D. 468, 472 (E.D. Cal. 2009). Although “[c]loser scrutiny is reserved for the final approval
8 hearing[,]” *Harris v. Vector Mktg. Corp.*, 2011 WL 1627973, at *7 (N.D. Cal. Apr. 29, 2011), “the
9 showing at the preliminary approval stage—given the amount of time, money and resources
10 involved in, for example, sending out new class notices—should be good enough for final
11 approval.” *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016).

12 **1. The Strength of Plaintiff’s Case**

13 Given the heavy obstacles and inherent risks Plaintiffs face with respect to their claims, the
14 substantial benefits that the Settlement provides favor preliminary approval of the Settlement.
15 While Plaintiffs believe they would likely prevail on their claims and obtain summary judgment in
16 their favor, there are risks.

17 Plaintiffs are only aware of a single VPPA case where a contested motion for class
18 certification case been granted. *See Jancik v. WebMD LLC*, 2025 WL 560705, at *1 (N.D. Ga. Feb.
19 20, 2025). Bogdanovich Decl. ¶ 18. Two other courts denied motions for class certification and
20 granted summary judgment in favor of defendants. *In re Hulu Privacy Litig.*, 2014 WL 2758598
21 (N.D. Cal. June 17, 2014) (denying class certification of VPPA claim); *Therrien v. Hearst*
22 *Television, Inc.*, 2025 WL 509454, at *1 (D. Mass. Feb. 14, 2025) (denying class certification of
23 VPPA claim); *In re Hulu Privacy Litig.*, 86 F. Supp. 3d 1090 (N.D. Cal. 2015) (granting summary
24 judgment for defendant on VPPA claim); *Therrien v. Hearst Television, Inc.*, 2025 WL 1208535, at
25 *4 (D. Mass. Apr. 25, 2025); *see also* Bogdanovich Decl. ¶ 18. While Plaintiffs have obtained
26 written discovery and testimony they believe is sufficient to certify a class and establish that
27 Defendants *knowingly* disclosed Class Member’s PII to Meta, they are also keenly aware that this
28 may not be enough.

1 Additionally, Defendants have maintained throughout the litigation that Plaintiffs all
2 consented to their privacy policy through various “sign-in wrap” agreements. While Plaintiffs
3 maintain that Defendants’ disclosures were not reasonably conspicuous under Ninth-Circuit case
4 law, *see, e.g., Edwards v. MUBI, Inc.*, 773 F. Supp. 3d 868, 883 (N.D. Cal. 2025) (rejecting consent
5 argument in a video privacy case where “Home Page did not give Plaintiffs reasonably
6 conspicuous notice of the privacy policy”), and this Court expressed that it was “skeptical of
7 defendants’ contention that [their] policies satisfy the VPPA’s ‘distinct and separate’ requirement,”
8 Defendants are represented by qualified counsel that has prevailed on this argument in the past.
9 *Lakes v. Ubisoft, Inc.*, --- F. Supp.3d---, No. 24-CV-06943-TLT, 2025 WL 1036639, at *8 (N.D.
10 Cal. Apr. 2, 2025), appeal filed, No. 25-2857 (9th Cir.).

11 Thus, even if the facts are uncontroverted, judicial opinions are not. As this Court has
12 recently noted, the case law “is developing rapidly as courts are being asked to apply the VPPA to
13 new technology.” *Ballard v. Insomniac Holdings, LLC*, 2025 WL 1696558, at *6 (N.D. Cal. June
14 17, 2025) (Illston, J.). Indeed, circuits are split on who is a consumer, *see id.*, or what the standard
15 for PII is, *compare, e.g., Eichenberger v. ESPN, Inc.*, 876 F.3d 979 (9th Cir. 2017) *with Yershov v.*
16 *Gannett Satellite Info. Network, Inc.*, 820 F.3d 482, 486 (1st Cir. 2016). Even among courts that
17 apply the Ninth Circuit’s “‘ordinary person’ standard,” for PII, courts are further divided “because
18 there are different ways to interpret the standard.” *Manza v. Pesi, Inc.*, --- F. Supp. 3d ---, 2025
19 WL 1445762, at *8, n.3 (W.D. Wis. May 20, 2025). Most courts, including the Ninth Circuit,
20 appear to focus on whether information disclosed independently enables anyone to identify a
21 person using “modern technology,” *Eichenberger*, 876 F.3d at 986, whereas some outlier decisions
22 take it to refer to the technical sophistication of the “ordinary person,” such that virtually any
23 VPPA violation in the 21st century would not qualify because in their view, the “ordinary person”
24 apparently lacks the intellectual curiosity ask “ChatGPT” how to use their browser tools or
25 “translate the code.” *Hughes v. Nat’l Football League*, No. 24-2656, 2025 WL 1720295, at *3 (2d
26 Cir. June 20, 2025) (unpublished).

27 And even among the vast majority of courts that recognize Facebook IDs as meeting the
28 ordinary person standard, courts are further split on whether PII is “categorical.” *Compare Lee v.*

1 *Springer Nature Am., Inc.*, 769 F. Supp. 3d 234, 263 (S.D.N.Y. 2025) (holding that a Facebook ID
2 is “categorically” PII, just as a name is categorically PII, even if it is commonplace name like John
3 Smith, because “Congress did not intend for there to be a trial on the merits in each case regarding
4 how distinctive a name is or how recognizable a person is from her picture”) *with Ghanaat v.*
5 *Numerade Labs, Inc.*, 689 F. Supp. 3d 714, 720 (N.D. Cal. 2023) (appearing to condition a
6 Facebook ID’s status as being PII only whether the corresponding “Facebook page[] contain[s] any
7 personal information, such as their names or email addresses.”).

8 Defendants’ consent arguments also raise their own can of worms. While Plaintiffs
9 maintain that Defendants’ privacy policy was not reasonably conspicuous, case law in this regard
10 “appl[ies] largely subjective criteria that, at times, results in inconsistent conclusions.” *Sellers v.*
11 *JustAnswer LLC*, 73 Cal. App. 5th 444, 471 (2021). And as noted, while most Courts do not seem
12 to believe a standalone privacy policy does not satisfy the VPPA’s separate and distinct
13 requirement, *see Fan*, 2024 WL 1297643, at *3 (citing case), *and see* ECF No. 30 at 14, n.6
14 (collecting more cases), at least one court disagrees. *Lakes*, 2025 WL 1036639, at *8, *appeal filed*,
15 No. 25-2857 (9th Cir.).

16 Needless to say, “controlling law [can] change.” *Ballard*, 2025 WL 1696558, at *6.

17 As such, “settlement is favored where, as here, significant procedural hurdles remain,
18 including class certification and an anticipated appeal.” *Ching v. Siemens Indus., Inc.*, 2014 WL
19 2926210, at *4 (N.D. Cal. June 27, 2014); *see id.* (“Avoiding such unnecessary and unwarranted
20 expenditure of resources and time would benefit all parties, as well as the Court.”). Even if
21 Plaintiffs prevailed at class certification, Defendants intended to file a motion for summary
22 judgment raising numerous arguments including that Plaintiffs and the Class Members consented
23 to the sharing of their information by agreeing to Defendants’ privacy polices and terms of use.
24 Accordingly, to say Plaintiffs’ claims carry risk is an understatement. And, while Plaintiffs believe
25 their case is different and that they can buck this trend, when considering the “vagaries of
26 litigation,” the “significance of immediate recovery by way of the [proposed] compromise” is
27 much preferable “to the mere possibility of relief in the future, after protracted and expensive
28 litigation.” *Nat’l Rural Telecommunications Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D.

1 Cal. 2004). In such circumstances, courts have held it is “proper to take the bird in hand instead of
2 a prospective flock in the bush.” *Id.* (internal quotations and citation omitted).

3 Indeed, Moreover, approval would allow Plaintiffs and the Settlement Class Members to
4 receive meaningful and significant payments now, instead of years from now or never. In short,
5 the result here is exceptional in comparison to other VPPA cases—or, at the very least, is certainly
6 fair, reasonable, and adequate—and warrants Court approval.

7 **2. The Risk, Expense, Complexity, and Likely Duration of**
8 **Further Litigation**

9 In absence of settlement, it is certain that the expense, duration, and complexity of the
10 protracted litigation that would result would be substantial. The Parties would have to undergo
11 class certification, trial, and an anticipated appeal. Bogdanovich Decl. ¶ 18. As courts have noted,
12 the “risk, expense, complexity, and likely duration of further litigation” are “probable costs, in both
13 time and money, of continued litigation[,]” that the Settlement would allow the Parties to avoid.
14 *Ching*, 2014 WL 2926210, at *4. As such, the immediate and considerable relief provided to the
15 Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared
16 to the inherent risk and delay of a long and drawn-out class certification, trial, and appeal.
17 Continued protracted and expensive litigation is not in the interest of any of the Parties or
18 Settlement Class members.

19 **3. The Risk of Maintaining Class Action Status Throughout**
20 **the Trial**

21 As noted above, to date, there has only been a single VPPA case where a contested motion
22 for class certification case been granted. *See Jancik v. WebMD LLC*, 2025 WL 560705, at *1 (N.D.
23 Ga. Feb. 20, 2025). Bogdanovich Decl. ¶ 18. And given the complexity of the issues and the
24 amount in controversy, the defeated party would likely appeal any decision on the merits as well as
25 on class certification. *Id.* Thus, this factor weighs in favor of granting preliminary approval.

26 **4. The Amount Offered in Settlement**

27 The Settlement in this case provides substantial material benefits to the Settlement Class: an
28 over \$7 million Settlement fund from which all Settlement Class Members are entitled to a *pro rata*

1 share. Settl. ¶ 2.1(a)-(b). Discovery has shown there were 1,221,288 potential Class Members.
2 This compares favorably with other privacy settlements under the VPPA or its state-law analogs.

3 For example, in *Stark et al. v. Patreon, Inc.*, Judge Joseph C. Spero of this Court recently
4 approved a \$7.25 million common fund class settlement in a case alleging VPPA claims against
5 Patreon. *Stark*, 2025 WL 1592736. Judge Spero lauded “Class Counsel [as] ha[ving] achieved
6 excellent results, obtaining a settlement that will result in awards to all class members who filed a
7 claim of approximately \$42.” 2025 WL 1592736, at *10.

8 The \$7,050,000 settlement here is nearly the same size as the *Stark* settlement, but it
9 punches well above its weight. In *Stark*, the \$7,250,000 fund was divvied up amongst “**8,097,092**
10 potential Class Members.” 2025 WL 1592736, at *3. Here, the \$7,050,000 fund will be divvied up
11 amongst **1,221,288** potential class members. So, for an apples-to-apples comparison, this
12 settlement here is expected to get claimants more than six times as much money.

13 Accordingly, this factor weighs heavily in favor of preliminary approval.

14 **5. The Extent of Discovery Completed and the State of the**
15 **Proceedings**

16 However, such a settlement did not fall out of the sky. Plaintiffs needed to fight for it across
17 nearly two years of litigation and substantial discovery.

18 Plaintiffs reviewed over twenty thousand documents, including emails, chat messages,
19 PowerPoint presentations, and material concerning the programing of the Meta Pixel on the
20 website, the tracking of the effectiveness of Defendant’s ad campaigns, and the relationship
21 between Defendants. Bogdanovich Decl., ¶ 3. A Rule 30(b)(6) witnesses for Dapper and another
22 for the NBA were both deposed. *Id.* ¶ 3. Three of Defendants’ fact witnesses also testified in their
23 personal capacity: one about the implementation of the Meta Pixel, targeted advertising, and
24 audience measurement, while another two testified about the NBA’s relationships with Dapper. *Id.*

25 All three Plaintiffs were deposed and had completed their document production. *Id.*

26 Meta had also produced spreadsheets for all three Plaintiffs—including *Thomas Fan*—
27 showing hundreds of instances where Plaintiffs had either viewed or purchased moments, along
28 with the URLs to those specific videos. *Id.* ¶ 4.

1 In other words, the Parties had all but completed discovery and Plaintiffs had begun
2 drafting their motions for class certification and summary judgment.

3 Thus the Parties had sufficient information to assess the strengths and weaknesses of their
4 claims and defenses in reaching the Settlement. Bogdanovich Decl. ¶ 5. Accordingly, this factor
5 also weighs in favor of preliminary approval. *See Carlotti v. ASUS Computer Int'l*, 2019 WL
6 6134910, at *6 (N.D. Cal. Nov. 19, 2019) (“Class settlements are presumed fair when they are
7 reached ‘following sufficient discovery and genuine arms-length negotiation.’”) (citations omitted).

8 **6. The Experience and Views of Counsel**

9 Plaintiffs are represented by attorneys who have substantial experience serving as counsel
10 in numerous complex actions, generally, and VPPA litigation in particular. Bogdanovich Decl. ¶¶
11 13-15. Proposed Class counsel believe that the proposed Settlement is in the best interest of the
12 Settlement Class members because the Settlement Class members will be provided an immediate
13 payment instead of having to wait for lengthy litigation and any subsequent appeals to run their
14 course. As such, Proposed Class Counsel fully endorse the Settlement as fair, reasonable,
15 adequate, and in the best interests of the Class. *Id.* ¶ 12. Further, given proposed Class Counsel’s
16 extensive experience litigating similar class action cases in federal and state courts across the
17 country, including other cases under the VPPA and its state-law analogs, this factor also weighs in
18 favor of granting preliminary approval. *See id.* ¶ 13 *Nat’l Rural Telecommunications Coop.*, 221
19 F.R.D. at 528 (“Great weight is accorded to the recommendation of counsel, who are most closely
20 acquainted with the facts of the underlying litigation.”) (internal quotations omitted).

21 **7. The Presence of a Governmental Participant**

22 No governmental agency is involved in this litigation, but the Attorney General of the
23 United States and Attorneys General of each State will be notified of the proposed Settlement
24 pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715, and will have an opportunity to raise
25 any concerns or objections. *Settl.* ¶ 4.1(f).

26 **8. The Reaction of the Class Members to the Proposed Settlement**

27 The Settlement Class has yet to be notified of the Settlement and given an opportunity to
28

1 object, so it is premature to assess this factor. Before the Final Approval Hearing, the Court will
2 receive and be able to review all objections or other comments received from Settlement Class
3 Members, along with a full accounting of all requests for exclusion.

4 **9. The Settlement Was the Product of Arm’s-Length**
5 **Negotiations**

6 The Court should also be satisfied that “the settlement is not the product of collusion among
7 the negotiating parties.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 946–47 (9th
8 Cir. 2011). Here, there are no indicia of collusion. When negotiations began, Plaintiffs had a clear
9 view of the strengths and weaknesses of their case and were in a strong position to make an
10 informed decision regarding the reasonableness of a potential settlement. The Parties engaged in
11 extensive arm’s length negotiations spanning several months. Bogdanovich Decl. ¶ 5. There is no
12 indication of collusion or fraud in the settlement negotiations, and none exists.

13 **B. Conditional Certification of the Rule 23 Class Is Appropriate**

14 Rule 23(a) imposes four prerequisites for a class action: (1) the class is so numerous that a
15 joinder of all members is impracticable (numerosity); (2) there are questions of law or fact
16 common to the class (commonality); (3) the claims or defenses of the representative parties are
17 typical of the claims or defenses of the class (typicality); and (4) the representative parties will
18 fairly and adequately protect the interests of the class (adequacy). Fed. R. Civ. P. 23(a); *United*
19 *Steel, Paper & Forestry, Rubber, Mfg. Energy, Allied Indus. & Serv. Workers Int’l Union, AFL-*
20 *CIO v. ConocoPhillips Co.*, 593 F.3d 802, 806 (9th Cir. 2010).

21 Under Rule 23(b), a plaintiff must show (1) that common factual and legal issues
22 predominate over individual questions and (2) that a class action is the best method to resolve the
23 class claims. Fed. R. Civ. P. 23(b)(3). There are several relevant factors to consider during this
24 analysis: (1) the class members’ interest in individually controlling the prosecution or defense of
25 separate actions, (2) the extent and nature of any litigation concerning the controversy already
26 begun by or against class members, (3) the desirability or undesirability of concentrating the
27 litigation of the claims in the particular forum, and (4) the likely difficulties in managing a class
28 action. Fed. R. Civ. P. 23(b)(3)(A)-(D).

1 The Settlement Class meets the requirements of Rule 23 and, accordingly, the Court should
2 direct notice informing Settlement Class Members that the Court “likely will be able to” certify the
3 Settlement Class for purposes of judgment on the appeal. Fed. R. Civ. P. 23(e)(1)(B). Notably,
4 “[i]n deciding whether to certify a litigation class, a district court must be concerned with
5 manageability at trial. However, such manageability is not a concern in certifying a settlement
6 class where, by definition, there will be no trial.” *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d
7 539, 556-57 (9th Cir. 2019). Moreover, “Rule 23 provides courts the discretion to modify orders
8 granting or denying class certification prior to a final judgment.” *In re Lithium Ion Batteries*
9 *Antitrust Litig.*, 2018 WL 4215573, at *3 (N.D. Cal. Sept. 4, 2018) (citing Fed. R. Civ. P.
10 23(c)(1)(C) (“An order that grants or denies class certification may be altered or amended before
11 final judgment”)); *accord Powers v. Hamilton County Public Defender Com’n*, 501 F.3d 592, 619
12 (6th Cir. 2007) (“district courts have broad discretion to modify class definitions”); *In re*
13 *Monumental Life Ins. Co.*, 365 F.3d 408, 414 (5th Cir. 2004) (“district courts are permitted to limit
14 or modify class definitions to provide the necessary precision”).

15 **1. The Class Is Sufficiently Numerous**

16 Rule 23(a)(1) requires that “the class is so numerous that joinder of all members is
17 impracticable.” Fed. R. Civ. P. 23(a). Here, the class size is estimated to have 1,221,288 potential
18 members. Bogdanovich Decl. ¶ 7. In *Stark v. Patreon*, another Plaintiffs’ counsel in a Meta Pixel
19 case in this district “estimate[d] that about 20%” of all account holders of a video streaming service
20 qualified “[b]ased on publicly available data regarding web browsing habits, use of cookie blockers
21 or private browsing, and Facebook login rates.” No. 22-CV-03131-JCS, 2025 WL 1592736, at *4
22 (N.D. Cal. June 5, 2025). Assuming this estimate is accurate, approximately 244,258 NBA Top
23 shot account holders here would qualify. As such, joinder of all Settlement Class Members would
24 be impractical, to say the least. Thus, the settlement class is sufficiently numerous.

25 **2. There Are Common Questions of Law and Fact**

26 The commonality requirement is satisfied if “there are questions of law or fact common to
27 the class.” Fed. R. Civ. P. 23(a)(2). “This does not, however, mean that every question of law or
28 fact must be common to the class; all that Rule 23(a)(2) requires is a single significant question of

1 law or fact.” *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th Cir. 2013), *cert. denied*,
2 574 U.S. 815 (2014) (emphasis and internal quotation marks omitted); *see also Mazza v. Am.*
3 *Honda Motor Co.*, 666 F.3d 581, 589 (9th Cir. 2012) (characterizing commonality as a “limited
4 burden,” stating that it “only requires a single significant question of law or fact”). Proof of
5 commonality under Rule 23(a) is “less rigorous” than the related preponderance standard under
6 Rule 23(b)(3). *See Mazza*, 666 F.3d at 589.

7 Here, there are many common issues of law and fact that affect the Class uniformly and
8 satisfy the commonality requirement, including: whether Defendants collected Plaintiffs’ and Class
9 Members’ PII; whether Defendants unlawfully disclosed NBA Top Shot users’ PII, including their
10 Moment purchase records, in violation of the VPPA; whether Defendants’ disclosures were
11 committed knowingly; and whether Defendants disclosed Plaintiffs’ and Class Members’ PII
12 without consent.

13 **3. The Class Representative’s Claims Are Typical of Those**
14 **of Other Class Members**

15 Rule 23(a)(3) requires that the Class Representatives’ claims be typical of those of the
16 Class. The typicality requirement of Rule 23 is satisfied if the claim of the named class
17 representative arises “from the same course of conduct that gives rise to the claims of unnamed
18 Class Members to bring individual actions.” *Thomas v. Baca*, 231 F.R.D. 397, 401 (C.D. Cal.
19 2005); *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998) (describing standard for
20 typicality as permissive; claims typical if “reasonably co-extensive with those of absent Class
21 Members” although “they need not be substantially identical.”). “The test of typicality is whether
22 other members have the same or similar injury, whether the action is based on conduct which is not
23 unique to the named plaintiffs, and whether other Class Members have been injured by the same
24 course of conduct.” *Ellis v. Costco Wholesale Corp.*, 657 F.3d 970, 984 (9th Cir. 2011) (internal
25 quotation marks and citation omitted).

26 Here, Plaintiffs’ claims are typical of those of the Class because Plaintiffs, like all members
27 of the Class, watched and purchased videos on NBA Top Shot and had their PII collected and
28 disclosed by Defendants to a third party, Meta.

1 **4. The Class Representative and Class Counsel Adequately**
2 **Represent the Class Members**

3 Rule 23(a)(4) permits certification of a class action only if “the representative parties will
4 fairly and adequately protect the interests of the class,” which requires that (1) the named Plaintiffs
5 not have conflicts of interest with the proposed Class; and that (2) the named Plaintiffs be
6 represented by qualified and competent counsel. *See In re Volkswagen “Clean Diesel” Mktg.,*
7 *Sales Practices, & Prod. Liab. Litig.*, 895 F.3d 597, 607 (9th Cir. 2018). “Adequate representation
8 depends on, among other factors, an absence of antagonism between representatives and absentees,
9 and a sharing of interest between representatives and absentees.” *Ellis*, 657 F.3d at 985; *see also*
10 *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 625-26 (1997) (“The adequacy inquiry under Rule
11 23(a) ... serves to uncover conflicts of interest between named parties and the class they seek to
12 represent. A class representative must be part of the class and possess the same interest and suffer
13 the same injury as the class members.”).

14 Plaintiffs and their counsel are adequate. First, the proposed Class Representatives do not
15 have any conflicts of interest with the absent Class Members, as their claims are coextensive with
16 those of the Class Members. *General Tel. Co. v. Falcon*, 457 U.S. 147, 157-58, n.13 (1982).
17 Plaintiffs have been consistently involved in this litigation, providing valuable insight and useful
18 facts allowing Class Counsel to effectively litigate this action and negotiate this Settlement.
19 Further, Plaintiffs regularly communicated with Class Counsel regarding various issues pertaining
20 to this case and will continue to do so until the Settlement is approved, and its administration
21 completed. Bogdanovich Decl. ¶ 10.

22 Second, proposed Class Counsel are qualified and experienced in conducting class action
23 litigation, especially cases involving the VPPA. *Id.* ¶¶ 13-15. Proposed Class Counsel vigorously
24 prosecuted this action and will continue to do so through final approval. *Id.* ¶ 12. Proposed Class
25 Counsel identified and investigated the claims in this lawsuit and the underlying facts and
26 successfully negotiated this Settlement. Bogdanovich Decl. ¶ 3. *See also In re Emulex Corp. Sec.*
27 *Litig.*, 210 F.R.D. 717, 720 (C.D. Cal. 2002) (a court evaluating adequacy of representation may
28 examine “the attorneys’ professional qualifications, skill, experience, and resources ... [and] the

1 attorneys' demonstrated performance in the suit itself").

2 **5. The Settlement Class Meets the Requirements of Rule**
 3 **23(b)(3) Because Common Issues of Law and Fact**
 4 **Predominate**

5 In addition to the requirements of Rule 23(a), at least one of the prongs of Rule 23(b) must
 6 be satisfied. Rule 23(b)(3) allows certification of a class if the Court finds that "questions of law or
 7 fact common to class members predominate over any questions affecting only individual members,
 8 and that a class action is superior to other available methods for fairly and efficiently adjudicating
 9 the controversy." Fed. R. Civ. P. 23(b)(3). In the settlement context, the manageability criterion of
 10 Rule 23(b)(3)(D) does not apply. *Amchem*, 521 U.S. at 620.

11 "Common questions that yield common answers" and are "apt to drive the resolution of this
 12 case" predominate over any individual issues. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 345
 13 (2011). Here, Plaintiffs allege a common cause of action for the Settlement Class, namely, that
 14 Defendants violated the VPPA by knowingly collecting and disseminating consumers' PII.

15 Finally, if the proposed Settlement Agreement is approved, there will be no need for a trial,
 16 and thus manageability of the classes for trial is irrelevant. *Amchem*, 521 U.S. at 620. A class
 17 settlement is superior to other methods of litigation where, as here, class treatment will promote
 18 greater efficiency and no realistic alternative exists. *See Local Joint Exec. Bd. Of*
 19 *Culinary/Bartender Trust Fund v. Las Vegas Sands, Inc.*, 244 F.3d 1152, 1163 (9th Cir. 2001);
 20 *accord Otsuka v. Polo Ralph Lauren Corp.*, 251 F.R.D. 439, 448 (N.D. Cal. 2008).

21 **V. THE PROPOSED NOTICE PROGRAM SHOULD BE APPROVED**

22 "The court must direct notice in a reasonable manner to all Class Members who would be
 23 bound by the proposal." Fed. R. Civ. P. 23(c)(1). Federal Rule of Civil Procedure 23(c)(2)
 24 requires the Court to "direct to Class Members the best notice that is practicable under the
 25 circumstances, including individual notice to all members who can be identified through
 26 reasonable effort," although actual notice is not required. *Amchem*, 521 U.S. at 617; *Reppert v.*
 27 *Marvin Lumber & Cedar Co.*, 359 F.3d 53, 56 (1st Cir. 2004); *Silber v. Mabon*, 18 F.3d 1449,
 28 1454 (9th Cir. 1994). "The standard for the adequacy of a settlement notice in a class action under

1 either the Due Process Clause or the Federal Rules is measured by reasonableness.” *Wal-Mart*
2 *Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 113 (2d Cir.), *cert. denied*, 544 U.S. 1044 (2005).
3 The best practicable notice is that which is “reasonably calculated, under all the circumstances, to
4 apprise interested parties of the pendency of the action and afford them an opportunity to object.”
5 *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950); *see Trotsky v. Los Angeles*
6 *Fed. Sav. & Loan Ass’n.*, 48 Cal. App. 3d 134, 151-52 (1975) (same); *Wershba v. Apple Comput.,*
7 *Inc.*, 91 Cal. App. 4th 224, 252 (2001) (“As a general rule, class notice must strike a balance
8 between thoroughness and the need to avoid unduly complicating the content of the notice and
9 confusing Class Members.”). The notice should provide sufficient information to allow Class
10 Members to decide whether they should accept the benefits of the settlement, opt out and pursue
11 their own remedies, or object to its terms. *See Wershba*, 91 Cal. App. 4th at 251-52. “[N]otice is
12 adequate if it may be understood by the average class member.” *Warner v. Toyota Motor Sales,*
13 *U.S.A., Inc.*, 2016 WL 8578913, at *14 (C.D. Cal. Dec. 2, 2016) (quoting 4 NEWBERG ON CLASS
14 ACTIONS § 11:53, at p. 167 (4th ed. 2013)).

15 Subject to Court approval, the Parties have selected Epiq as the Settlement Administrator.
16 The notice program agreed to by the Parties and approved by Epiq includes emails to **all** Settlement
17 Class Members. This represents the best notice practicable, and similar notice programs have been
18 approved by courts in this Circuit. *Noll v. eBay, Inc.*, 309 F.R.D. 593, 605 (N.D. Cal. 2015)
19 (approving notice primarily by email); *Stone v. Howard Johnson Int’l, Inc.*, 2015 WL 13648551, at
20 *2 (C.D. Cal. June 15, 2015) (approving notice via post card and publication); *Abat v. Chase Bank*
21 *USA, N.A.*, 2011 WL 13130637, at *6 (C.D. Cal. July 11, 2011) (approving notice to class via
22 email and mail). The Notice (Exhibits B and C to the **Settlement Agreement**) is clear, precise,
23 informative, and meets all of the necessary standards. It includes information such as the case
24 caption; a description of the Settlement Class; a detailed description of the Settlement’s benefits
25 and how to obtain them; a description of the claims and the history of the litigation; a description of
26 the Settlement and the claims being released; the names of proposed Class Counsel; a statement of
27 the maximum amount of attorneys’ fees that will be sought by proposed Class Counsel; the amount
28 proposed Class Counsel will seek for the Class Representative Service Awards; the Final Approval

Hearing date; a description of Settlement Class Members’ opportunity to appear at the hearing; a statement of the procedures and deadlines for requesting exclusion and filing objections to the Settlement; and the manner in which to obtain further information. This satisfies the notice required under Rule 23. *See Collins v. Cargill Meat Sols. Corp.*, 274 F.R.D. 294, 303 (E.D. Cal. 2011) (“A class action settlement 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.’”) (citing *Churchill Vill., LLC v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir.2004)); *see also* Manual For Complex Litigation § 30.212 (4th ed. 2004) (Rule 23(c) notice designed to be a summary of the litigation and settlement to apprise class members of the right and opportunity to inspect the complete settlement documents, papers, and pleadings).

The Notice Plan was reviewed and analyzed to ensure it meets the requisite due process requirements. Indeed, the program here is consistent with, and exceeds, other similar court-approved notice plans, the requirements of FRCP 23(c)(2)(B), and the Federal Judicial Center (“FJC”) guidelines for adequate notice. As there is no alternative method of notice that would be more practicable here or more likely to notify Settlement Class Members, the proposed procedure for providing notice and the content of the Class Notice constitutes the best practicable notice to Settlement Class Members and complies with the requirements of due process.

VI. THE COURT SHOULD SET SETTLEMENT DEADLINES AND SCHEDULE A FINAL APPROVAL HEARING

In connection with preliminary approval, the Court must set a Final Approval Hearing date, dates for mailing the Notices, and deadlines for objecting to the Settlement and filing papers in support of the Settlement. Plaintiffs propose the schedule set forth below.

<u>Event</u>	<u>Deadline</u>
CAFA Notice pursuant to 28 U.S.C. § 1715(b)	Within 10 days of filing of motion for preliminary approval
Notice Date	30 days after Preliminary Approval Granted
Applications for service award and Attorneys’ Fees and Expenses	45 days after Notice Date

1	Objection and Opt-Out Deadline	60 days after Notice Date
2	Claims Deadline	90 days after Notice Date
3	Final Approval Motion and response to any objections	28 days before Final Approval Hearing
4	Deadline to submit notices of appearance at the Final Approval Hearing	28 days before Final Approval Hearing
5	Claims Administrator submits declaration (1) stating the number of claims, requests for exclusion, and objections to date and (2) attesting that Notice was disseminated in a manner consistent with the Settlement Agreement or otherwise required by the Court.	10 days before Final Approval Hearing
6	Final Approval Hearing	No earlier than 90 days after Notice
7	Award Issuance Date	Begins 14 days after Effective Date

14 The Parties believe this proposed schedule will provide ample time and opportunity for
15 Class Members to decide whether to request exclusion or object.

16 VII. CONCLUSION

17 For the reasons set forth above, Plaintiffs respectfully requests that the Motion be granted
18 and the Court enter an order substantially in the form attached hereto: (1) notifying Settlement
19 Class Members that the Court is likely to certify the proposed Settlement Class; (2) preliminarily
20 approving the proposed class action Settlement; (3) appointing Plaintiffs as the Class
21 Representatives and Plaintiffs' counsel as Class Counsel; (4) appointing the notice and Settlement
22 Administrator; (5) approving the class Notice and related Settlement administration documents;
23 and (6) approving the proposed class settlement administrative deadlines and procedures, including
24 the proposed Final Approval Hearing date and procedures regarding objections, exclusions, and
25 submitting Claim Forms.

26 Dated: July 31, 2025

BURSOR & FISHER, P.A.

27 By: /s/ Stefan Bogdanovich
28 Stefan Bogdanovich

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

THOMAS FAN, MATTHEW KIMOTO, and
CLINTON BROWN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NBA PROPERTIES, INC. and DAPPER LABS,
INC.,

Defendants.

Case No. 3:23-cv-05069-SI

**DECLARATION OF STEFAN
BOGDANOVICH IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL**

Date: September 5, 2025
Time: 10:00 a.m.
Courtroom: 1
Judge: Hon. Susan Illston

1 I, Stefan Bogdanovich, declare as follows:

2 1. I am over the age of 18, and I submit this declaration in support of Plaintiffs'
3 Motion for Preliminary Approval of Class Action Settlement. I am an Associate at Bursor &
4 Fisher, P.A., admitted to the Bar of this Court and counsel of record for Plaintiffs. I have personal
5 knowledge of the facts set forth in this declaration and, if called as a witness, I could and would
6 testify competently thereto.

7 2. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties' Class Action
8 Settlement Agreement, along with the corresponding exhibits annexed thereto. The parties engaged
9 in arm's-length negotiations, across several months, in an effort to resolve this litigation.

10 3. During this process Class Counsel investigated the claims in this litigation and the
11 parties exchanged extensive discovery. Plaintiffs reviewed over twenty thousand documents,
12 including emails, chat messages, PowerPoint presentations, and about the programming of the Meta
13 Pixel on the website, the tracking of the effectiveness of Defendant's ad campaigns, and the
14 relationship between Defendants. I deposed two Rule 30(b)(6) witnesses, one for Dapper, and
15 another for the NBA. I also deposed three of Defendants' fact witnesses in their personal capacity:
16 one about the implementation of the Meta Pixel, targeted advertising, and audience measurement,
17 while another two testified about the NBA's relationships with Dapper. All three Plaintiffs were
18 deposed, and had completed their document production.

19 4. We also engaged in extensive third-party discovery with Meta Platforms, Inc. about
20 the precise nature of the data it received from nbatopshot.com. Meta completed its document
21 production and produced spreadsheets for all three Plaintiffs—including *Thomas Fan*—showing
22 hundreds of instances where Plaintiffs had either viewed or purchased moments, along with the
23 URLs to those specific videos. Meta also produced two declarations authenticating these
24 spreadsheets and testifying how it could use emails in Defendants' records to compile a list of
25 individuals from whom it received data from nbatopshot.com. Thus the Parties had sufficient
26 information to assess the strengths and weaknesses of their claims and defenses in reaching the
27 Settlement, including on issues such as the size and scope of the putative class and facts related to
28 the strength of Defendants' defenses.

1 5. On May 27, 2025, the parties engaged in a full-day mediation, the Parties, through
2 their respective counsel, participated in a full-day mediation with former United States District
3 Judge Wayne R. Andersen, formerly of the Northern District of Illinois. Judge Andersen had
4 previously mediated the *AMC Networks* and *Flo Sports Meta Pixel VPPA* settlements listed above.
5 While the Parties did not settle that day, they agreed on the principal material terms of this
6 settlement on June 6, 2025, and thereafter spent substantial time working together on a long form
7 settlement and consulting with a reputable claims administrator, Epiq Systems, Inc. on a notice
8 plan.

9 6. In selecting a claims administrator, we solicited bids from Epiq Systems, Inc., RG2
10 Claims Administration LLC and Kroll, LLC. We chose Epiq because they had previously helped
11 our firm administer other settlements, including the *Ambrose v. Boston Globe, Inc.*, Case No. 22-
12 cv-10195-RGS (D. Mass.) settlement under the VPPA. Epiq’s bid was the lowest of the three bids.

13 7. The resulting proposed Settlement of up to \$7,050,000 secures extraordinary relief
14 for the class. Based on Defendants’ records, there are as many as 1,221,288 people in the proposed
15 Settlement Class.

16 8. Attorneys’ fees were negotiated only after agreement was reached on all material
17 terms of the settlement. Class Counsel has invested a significant amount of time and resources into
18 this litigation. Class Counsel have spent over 1400 hours working on Plaintiffs’ case and this
19 Settlement. The unaudited lodestar invested in this case by Plaintiffs’ Counsel as of July 2025 is
20 approximately \$1,000,000.

21 9. The Parties have agreed should a secondary distribution be infeasible, any
22 unclaimed funds will be distributed *cy pres* to the Electronic Frontier Foundation (“EFF”), a non-
23 sectarian, not-for-profit organization. Neither Plaintiffs nor their counsel have a relationship with
24 EFF.

25 10. Plaintiffs have been active participants in the litigation. They investigated the
26 matter prior to and after retaining their attorneys, participated in the plaintiff vetting process
27 implemented by Plaintiffs’ counsel, reviewed and approved the Complaint, kept in contact with
28 counsel to monitor the progress of the litigation, including answering multiple sets of discovery

1 requests and produced over a thousand pages of documents. In the course of discovery, our firm
2 walked them through their browser developer tools to determine their Facebook ID numbers and
3 how to download their off-Facebook activity reports. All three Plaintiffs were also deposed by
4 Defendants. In Plaintiff Thomas Fan's case, his deposition took place over a weekend because of
5 his inability to take time off from work. In advance of all their depositions, they spent substantial
6 time reviewing their discovery and communicating with counsel. They also reviewed and
7 communicated with counsel regarding the Settlement Agreement and its exhibits.

8 11. Plaintiffs have also provided valuable insight and useful facts allowing Class
9 Counsel to effectively litigate this action and negotiate this Settlement. Plaintiffs regularly
10 communicated with Class Counsel regarding various issues pertaining to this case and will
11 continue to do so until the Settlement is approved and its administration completed.

12 12. My firm fully endorses the settlement as fair, reasonable, adequate, and in the best
13 interests of the class. My firm, Bursor & Fisher, P.A., is qualified and experienced in conducting
14 class action litigation. My firm has vigorously prosecuted this action and will continue to do so
15 through final approval. A copy of my firm's resume is attached hereto as **Exhibit 2**.

16 13. In particular, my firm has extensive experience litigating class actions under the
17 VPPA and its state-law analogs, where we have been appointed class counsel and secured sizable
18 relief for class members. *See, e.g., Edwards v. Hearst Commc'ns, Inc.*, Case No. 1:15-cv-09279-
19 AT, ECF No. 314 (S.D.N.Y. Apr. 24, 2019) (granting final approval of \$50 million class settlement
20 brought under the Michigan analog of the VPPA, one of the largest data privacy settlements ever);
21 *Ruppel v. Consumers Union of United States, Inc.*, Case No. 7:16-cv-02444-KMK, ECF No. 111
22 (S.D.N.Y. Dec. 4, 2018) (granting final approval of \$16.375 million class settlement brought under
23 the Michigan analog of the VPPA); *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé*
24 *Nast*, Case No. 1:15-cv-05671-NRB, ECF No. 143 (S.D.N.Y. Mar. 6, 2019) (granting final
25 approval of \$13.75 million class settlement brought under the Michigan analog of the VPPA); *Kain*
26 *v. The Economist Newspaper NA, Inc.*, Case No. 4:21-cv-11807, ECF No. 34 (E.D. Mich. Mar. 16
27 2023) (granting final approval of \$9.5 million class settlement brought under the Michigan analog
28 of the VPPA); *Taylor v. Trusted Media Brands, Inc.*, Case No. 7:16-cv-01812-KMK, ECF No. 87

1 (S.D.N.Y. Feb. 1, 2018) (granting final approval for \$8.225 million class settlement brought under
2 the Michigan analog of the VPPA); *Moeller v. American Media, Inc.*, Case No. 5:16-cv-11367-
3 JEL, ECF No. 42 (E.D. Mich. Sept. 28, 2017) (granting final approval of \$7.6 million class
4 settlement brought under the Michigan analog of the VPPA). Notably, in *Hearst*, we secured a
5 victory on summary judgment for the named plaintiff. *See generally Boelter v. Hearst Commc'ns,*
6 *Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. 2017). To my knowledge, we are also the only firm (other
7 than our selected local counsel) that has won a contest motion for class certification in any VPPA
8 class action. *Jancik v. WebMD LLC*, No. 1:22-CV-644-TWT, 2025 WL 560705, at *1 (N.D. Ga.
9 Feb. 20, 2025).

10 14. In addition, my firm has also been recognized by courts across the country for its
11 expertise. *See generally* Ex. B; *see also Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566
12 (S.D.N.Y. 2014) (“Bursor & Fisher, P.A., are class action lawyers who have experience litigating
13 consumer claims. ... The firm has been appointed class counsel in dozens of cases in both federal
14 and state courts, and has won multi-million dollar verdicts or recoveries in five [now six] class
15 action jury trials since 2008.”); *Williams v. Facebook, Inc.*, Case No. 3:18-cv-01881, ECF No. 51
16 (N.D. Cal. June 26, 2018) (appointing Bursor & Fisher as class counsel to represent a putative
17 nationwide class of all persons who installed the Facebook Messenger application and granted
18 Facebook permission to access their contact list); *In re Sandisk SSDS Litig.*, No. 23-CV-04152,
19 2023 WL 10367607, at *1 (N.D. Cal. Dec. 4, 2023) (appoint Bursor & Fisher in a contested Rule
20 23(g) battle because, while “both sets of counsel also have extensive experience handling a broad
21 range of class actions[,] Bursor & Fisher, however, has had significant experience representing
22 certified classes (and representing putative classes as interim class counsel).”)

23 15. Moreover, my firm has served as trial counsel for class action plaintiffs in six jury
24 trials and has won all six, with recoveries ranging from \$21 million to \$299 million. Most recently,
25 in May 2019, we secured a jury verdict for over \$267 million in a Telephone Consumer Protection
26 Act (“TCPA”) case in the Northern District of California. *See Perez v. Rash Curtis & Associates,*
27 2020 WL 1904533 (N.D. Cal. Apr. 17, 2020). During the defendant’s appeal of the verdict, the
28 case settled for \$75.6 million, the largest settlement in the history of the TCPA.

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Case No. 3:23-cv-05069-SI

THOMAS FAN, MATTHEW KIMOTO, and
CLINTON BROWN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NBA PROPERTIES, INC. and DAPPER LABS,
INC.,

Defendants.

**CLASS ACTION SETTLEMENT
AGREEMENT**

1 This Settlement Agreement (“Agreement” or “Settlement Agreement”) is entered into by
2 and among: (i) Plaintiffs Thomas Fan, Matthew Kimoto, and Clinton Brown (“Named Plaintiffs”);
3 (ii) each and every member of the Settlement Class (as defined herein); and (iii) Defendants NBA
4 Properties, Inc. and Dapper Labs, Inc. (“Defendants”). The Named Plaintiffs and the Defendants
5 are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to
6 fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein),
7 upon and subject to the terms and conditions of this Agreement, and subject to the final approval of
8 the Court.
9

10 RECITALS

11 **A.** On October 3, 2023, Named Plaintiff Thomas Fan filed a putative class action in the
12 United States District Court for the Northern District of California. The material allegations of the
13 Complaint center on Defendants’ alleged disclosure of NBA Top Shot users’ personally
14 identifiable information to Meta Platforms, Inc. without proper consent, in alleged violation of the
15 Video Privacy Protection Act, 18 U.S.C. § 2710, and its California state law corollary, California
16 Civil Code §1799.3.
17

18 **B.** The Parties have since engaged in substantial motion practice, including three fully
19 briefed pleading motions: Dapper Labs, Inc.’s motion to dismiss itself from the action, *Fan v. NBA*
20 *Props. Inc.*, No. 23-CV-05069-SI, 2024 WL 1297643 (N.D. Cal. Mar. 26, 2024), NBA Properties
21 Inc.’s second motion to dismiss itself from the action, *Fan v. NBA Props. Inc.*, No. 23-CV-05069-
22 SI, 2024 WL 3297143 (N.D. Cal. July 2, 2024), and Named Plaintiff Fan’s request to amend the
23 complaint to add two new class representatives, No. 23-CV-05069-SI, ECF No. 87.
24

25 **C.** The Parties have also nearly completed all discovery in the case, having exchanged
26 over twenty thousand pages of documents, received third-party evidence and completed seven
27 party depositions. The Parties thus have sufficient information to assess the strengths and
28

1 weaknesses of their claims and defenses.

2 **D.** During the course of litigation, the Parties engaged in direct communications, and as
3 part of their obligations under Fed. R. Civ. P. 26, discussed the prospect of resolution. With less
4 than a month left before the fact-discovery cut-off, on May 27, 2025, the Parties, through their
5 respective counsel, participated in extensive arms-length negotiations in efforts to settle the
6 disputes, including a full-day mediation before former United States District Judge Wayne R.
7 Andersen, formerly of the Northern District of Illinois.
8

9 **E.** While the parties did not settle that day, the parties made substantial progress
10 towards resolving their disputes and continued to engage in discussions facilitated by Judge
11 Andersen. ECF No. 105. On June 6, 2025, the Parties notified the Court that they had reached a
12 settlement in principle. ECF No. 106. On July 14, 2025, the parties executed a Term Sheet
13 resolving the case.
14

15 **F.** Defendants believe that the claims asserted against them in the above-captioned
16 action (the “Action”) have no merit and that they would have prevailed at summary judgment,
17 and/or at trial, and that Plaintiffs would not have been able to certify a class under the requirements
18 of Federal Rule of Civil Procedure 23. Defendants have denied and continue to deny any
19 wrongdoing, liability, or fault, including the existence of any partnership or joint venture, and have
20 denied and continue to deny that they committed, or attempted to commit, any wrongful act or
21 violation of law or duty alleged in the Action. Defendants have opposed and continue to oppose
22 certification of a litigation class in this Action. Nonetheless, taking into account the uncertainty,
23 costs and expense, and risks inherent in any litigation, Defendants have concluded it is desirable
24 and beneficial that the Action be fully and finally settled and terminated in the manner and upon
25 the terms and conditions set forth in this Agreement. This Agreement is a compromise. The
26 Agreement, any related documents, and any negotiations relating to or supporting the Agreement
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1 shall not be construed as or deemed to be evidence, an admission, or a concession of liability, fault,
2 or wrongdoing on the part of Defendants, or any of the Released Parties (defined below), with
3 respect to any claim of fault or liability or wrongdoing or damage whatsoever, or with respect to
4 the certifiability of a litigation class.

5
6 **G.** Named Plaintiffs believe that the claims asserted in the Action against Defendants
7 have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless,
8 Plaintiffs and Class Counsel (defined below) recognize that Defendants have raised factual and
9 legal defenses that present a risk that Plaintiffs may not prevail. Named Plaintiffs and Class
10 Counsel also recognize the expense and delay associated with continued prosecution of the Action
11 against Defendants through class certification, summary judgment, trial, and any subsequent
12 appeals. Named Plaintiffs and Class Counsel also have taken into account the uncertain outcome
13 and risks of litigation, especially in complex class actions, as well as the difficulties inherent in
14 such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and
15 finally compromised, settled, and resolved with prejudice. Based on their evaluation, Plaintiffs and
16 Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable,
17 and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to
18 settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.
19

20
21 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among
22 Named Plaintiffs, the Settlement Class, and each of them, and Defendants, by and through their
23 undersigned counsel that, subject to final approval of the Court after a hearing or hearings as
24 provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties
25 and the Settlement Class from the Agreement set forth herein, that the Action and the Released
26 Claims shall be finally and fully compromised, settled, and released, and the Action shall be
27 dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.
28

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Fan v. NBA Properties, Inc.*, Civil Action No. 3:23-cv-5069-SI, pending in the United States District Court for the Northern District of California.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that is: (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement. To receive a Cash Payment, each claimant must fill out an attestation that they (1) subscribed to Defendants’ Website (nbatopshot.com) during the Class Period; and (2) had an active Facebook account during the Class Period. Further, each claimant must provide proof of their active Facebook membership during the Class Period, such as a Facebook ID number or screenshot to demonstrate they hold a Facebook account.

1.3 “Available Settlement Fund” means the Settlement Fund less any Settlement Administration Expenses, any Service Award to the Class Representative, any Fee Award to Class Counsel, any taxes paid on the Settlement Fund (including any interest or penalties thereon), and any other costs, fees, or expenses approved by the Court to be paid from the Settlement Fund.

1.4 “CAFA Notice” means the notice described in Paragraph 4.1(e) below.

1 **1.5 “Cash Award”** means the cash compensation, payable by the Settlement
2 Administrator from the Settlement Fund on a *pro rata* basis, that each Settlement Class
3 Member who submits an Approved Claim shall be entitled to receive.

4 **1.6 “Claim Form”** means the document substantially in the form attached
5 hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by
6 Settlement Class Members who wish to file a Claim for a payment, shall be available in
7 electronic and paper format in the manner described below.

8 **1.7 “Claims Deadline”** means the date by which all Claim Forms must be
9 postmarked or received to be considered timely and shall be set as a date no later than forty-
10 five (45) days after Notice is provided to the Settlement Class. The Claims Deadline shall
11 be clearly set forth in the Preliminary Approval Order as well as in the Notice and Claim
12 Form. Failure to submit a timely claim by the Claims Deadline will prevent a Settlement
13 Class Member from receiving a Cash Award from the Settlement Fund.

14 **1.8 “Class Counsel”** means L. Timothy Fisher and Stefan Bogdanovich of
15 Bursor & Fisher, P.A.

16 **1.9 “Class Representatives”** means the named Plaintiffs in this Action, Thomas
17 Fan, Matthew Kimoto, and Clinton Brown.

18 **1.10 “Court”** means the United States District Court for the Northern District of
19 California, the Honorable Susan Illston presiding, or any judge who may succeed her in the
20 Action.

21 **1.11 “Days”** means calendar days, except that when computing any period of
22 time prescribed or allowed by this Settlement Agreement, the day of the act, event or
23 default from which the designated period of time begins to run shall not be included. When
24 computing any period of time prescribed or allowed by this Settlement Agreement, the last
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1 day of the period so computed shall be included, unless it is a Saturday, Sunday or federal
2 or State of California legal holiday, in which event the period runs until the end of the next
3 day which is not a Saturday, Sunday or federal or State of California legal holiday.

4 **1.12 “Defendants”** means NBA Properties, Inc. and Dapper Labs, Inc.

5 **1.13 “Defendants’ Counsel”** means Kenneth P. Herzinger, Aaron D. Charfoos,
6 and Kelsey R. McQuilkin of Paul Hastings LLP.

7 **1.14 “Defendants’ Website”** means <https://www.nbatopshot.com/>.

8 **1.15 “Effective Date”** means the date ten (10) days after which all of the events
9 and conditions specified in Paragraph 9.1 have been met and have occurred.

10 **1.16 “Escrow Account”** means the separate, interest-bearing escrow account to
11 be established by the Settlement Administrator under terms acceptable to all Parties at a
12 depository institution insured by the Federal Deposit Insurance Corporation. The
13 Settlement Fund shall be deposited by or on behalf of Defendants into the Escrow Account
14 in accordance with the terms of this Agreement and the money in the Escrow Account shall
15 be invested in the following types of accounts and/or instruments and no other: (i) demand
16 deposit accounts and/or (ii) time deposit accounts and certificates of deposit, in either case
17 with maturities of forty-five (45) days or less. The costs of establishing and maintaining the
18 Escrow Account shall be paid from the Settlement Fund.

19 **1.17 “Fee Award”** means the amount of attorneys’ fees, costs, and expenses
20 awarded by the Court to Class Counsel, which will be paid out of the Settlement Fund.

21 **1.18 “Final”** means one business day following the latest of the following events:
22 (i) the date upon which the time expires for filing or noticing any appeal of the Court’s
23 Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals,
24 other than an appeal or appeals solely with respect to the Fee Award, the date of
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1 completion, in a manner that finally affirms and leaves in place the Final Judgment without
2 any material modification, of all proceedings arising out of the appeal or appeals (including,
3 but not limited to, the expiration of all deadlines for motions for reconsideration or petitions
4 for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising
5 out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of
6 final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.
7

8 **1.19 “Final Approval Hearing”** means any hearing before the Court concerning
9 the Parties’ request for the Final Judgment to be entered by the Court approving the
10 Settlement Agreement, the Fee Award, and the service award to the Class Representative.
11

12 **1.20 “Final Judgment”** means (i) a final judgment and order entered by the
13 Court in conformity with the conditions set forth in Paragraphs 7.3(a), (b), (c), (d), (e), (f),
14 (g), and (h); or (ii) any other final judgment and order entered by the Court if none of the
15 Parties timely elect to terminate this Settlement Agreement pursuant to Paragraph 6.1.

16 **1.21 “Notice”** means the notice of this proposed Class Action Settlement
17 Agreement and Final Approval Hearing, which is to be sent to the Settlement Class
18 substantially in the manner set forth in this Agreement, is consistent with the requirements
19 of Due Process, Rule 23, and substantially in the form of Exhibits A, B, and C hereto.
20

21 **1.22 “Notice Date”** means the date by which the dissemination of Notice as set
22 forth in Paragraph 4.1(b) is complete, which shall be no later than twenty-eight (28) days
23 after entry of the Preliminary Approval Order.

24 **1.23 “Objection/Exclusion Deadline”** means the date by which a written
25 objection to this Settlement Agreement or a request for exclusion submitted by a Person
26 within the Settlement Class must be made, which shall be designated as a date no later than
27 sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers
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1 supporting the Fee Award are filed with the Court and posted to the Settlement Website, or
2 such other date as ordered by the Court.

3 **1.24 “Person”** shall mean, without limitation, any individual, corporation,
4 partnership, limited partnership, limited liability company, association, joint stock
5 company, estate, legal representative, trust, unincorporated association, government or any
6 political subdivision or agency thereof, and any business or legal entity and their spouses,
7 heirs, affiliates, parents, predecessors, successors, representatives, or assigns, subsidiaries,
8 insurers, and their past, present and future directors, officers, shareholders, members,
9 faculty, employees, agents, and attorneys both individually and in their capacities as
10 directors, officers, shareholders, members, employees, agents, and attorneys. “Person” is
11 not intended to include any governmental agencies or governmental actors, including,
12 without limitation, any state Attorney General office.

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14
15 **1.25 “Plaintiffs”** means Thomas Fan, Matthew Kimoto, and Clinton Brown, and
16 the Settlement Class Members.

17 **1.26 “Preliminary Approval”** means the Court’s certification of the Settlement
18 Class for settlement purposes, preliminary approval of this Settlement Agreement, and
19 approval of the form and manner of the Notice.

20
21 **1.27 “Preliminary Approval Order”** means the order preliminarily approving
22 the Settlement Agreement, certifying the Settlement Class for settlement purposes, and
23 directing notice thereof to the Settlement Class, which will be agreed upon by the Parties
24 and submitted to the Court in conjunction with Plaintiffs’ motion for Preliminary Approval
25 of the Agreement.

26 **1.28 “Released Claims”** means any and all causes of action, suits, claims, liens,
27 demands, judgments, costs, damages, obligations, attorney fees, and all other legal
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1 responsibilities in any form or nature (including but not limited to, all claims relating to or
2 arising out of state, local, or federal statute, ordinance, regulation, or claim at common law
3 or in equity, whether past, present, or future, known or unknown, asserted or unasserted)
4 arising out of or in any way related to any claims that were brought or could have been
5 brought in the Action relating to the Meta Pixel on nbatopshot.com.
6

7 **1.29 “Released Parties”** means Defendants NBA Properties, Inc. and Dapper
8 Labs, Inc., and all of their current, former, and future parents, predecessors, successors,
9 affiliates, assigns, subsidiaries, divisions, or related corporate entities, licensees, licensors,
10 joint ventures, partners, and all of their respective current, future, and former employees,
11 officers, directors, shareholders, assigns, agents, trustees, administrators, executors,
12 insurers, reinsurers, attorneys, and customers.
13

14 **1.30 “Releasing Parties”** means Named Plaintiffs, Settlement Class Members,
15 and all of their respective present or past heirs, executors, estates, administrators,
16 predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates,
17 employers, employees, agents, consultants, independent contractors, insurers, reinsurers,
18 directors, managing directors, officers, partners, principals, members, attorneys,
19 accountants, financial and other advisors, underwriters, shareholders, lenders, auditors,
20 investment advisors, legal representatives, successors in interest, assigns and companies,
21 firms, trusts, and corporations.
22

23 **1.31 “Service Award”** means any Court-approved award to the Class
24 Representative, in his capacity as individual class representative, as set forth in Paragraph
25 8.3, and payable by the Settlement Administrator from the Settlement Fund.
26

27 **1.32 “Settlement Administration Expenses”** means the expenses incurred by
28 the Settlement Administrator in providing Notice or CAFA Notice, processing claims,

1 responding to inquiries from members of the Settlement Class, mailing checks, and related
2 services, paying taxes and tax expenses related to the Settlement Fund (including all
3 federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses
4 incurred in connection with determining the amount of and paying any taxes owed and
5 expenses related to any tax attorneys and accountants).

6
7 **1.33 “Settlement Administrator”** means Epiq, or such other reputable
8 administration company that has been selected jointly by the Parties and approved by the
9 Court to perform the duties set forth in this Agreement, including but not limited to serving
10 as Escrow Agent for the Settlement Fund, overseeing the distribution of Notice, as well as
11 the processing and payment of any claims to the Settlement Class as set forth in this
12 Agreement, handling all approved payments out of the Settlement Fund, and handling the
13 determination, payment, and filing of forms related to all federal, state and/or local taxes of
14 any kind (including any interest or penalties thereon) that may be owed on any income
15 earned by the Settlement Fund.
16

17 **1.34 “Settlement Amount”** means \$7,050,000.00.

18 **1.35 “Settlement Class”** means all individuals in the United States who had
19 NBA Top Shot accounts and Facebook accounts from June 15, 2020 to January 30, 2025.
20 Excluded from the Class is any entity in which Defendants have a controlling interest, and
21 officers or directors, agents, attorneys, and employees of Defendants.
22

23 **1.36 “Settlement Class Member”** means an individual who falls within the
24 definition of the Settlement Class as set forth above and who has not submitted a valid
25 request for exclusion.
26

27 **1.37 “Settlement Fund”** means the non-reversionary cash fund that shall be
28 established by or on behalf of Defendants in the total amount of the Settlement Amount to

1 be deposited into the Escrow Account, according to the schedule set forth herein, plus all
2 interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay
3 all Cash Awards to Settlement Class Members, Settlement Administration Expenses, any
4 Service Award to the Class Representative, any Fee Award to Class Counsel, any taxes paid
5 and any other costs, fees or expenses approved by the Court to be paid from the Settlement
6 Fund. The Settlement Fund shall be kept in the Escrow Account with permissions granted
7 to the Settlement Administrator to access said funds until such time as the listed payments
8 are made. The Settlement Fund includes all interest that shall accrue on the sums deposited
9 in the Escrow Account. The Settlement Administrator shall be responsible for all tax
10 filings with respect to any earnings on the Settlement Fund and the payment of all taxes that
11 may be due on such earnings. The Settlement Fund represents the total extent of
12 Defendants' monetary obligations under this Agreement. Defendants shall not be
13 responsible for paying any interest that may accrue on the sums deposited in the Escrow
14 Account, and shall not be responsible for any banking fees or costs associated with the
15 sums deposited in the Escrow Account. The payment of the Settlement Amount by, or on
16 behalf of, Defendants fully discharges the Defendants and the other Released Parties'
17 financial obligations (if any) in connection with this Settlement Agreement, meaning that
18 no Released Party shall have any other obligation to make any payment into the Escrow
19 Account or to any Class Member, or any other Person, under this Agreement. In no event
20 shall the total monetary obligation with respect to this Agreement on behalf of Defendants
21 exceed \$7,050,000.00.

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25 **1.38 "Settlement Website"** means the dedicated website created, administered,
26 and maintained by the Settlement Administrator, as set forth in Paragraph 4.1(d), at an
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1 available URL (such as, for example,
2 www.nbatopshotvideoprivacyclassactionsettlement.com).

3 **1.39 “Unknown Claims”** means claims that could have been raised in the
4 Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if
5 known by him or her, might affect his or her agreement to release the Released Parties or
6 the Released Claims or might affect his or her decision to agree, object or not to object to
7 the settlement contemplated by this Agreement. Upon the Effective Date, the Releasing
8 Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the
9 fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the
10 California Civil Code, to the extent applicable, and any other similar statute in any state in
11 the United States, which provides as follows:
12

13
14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
17 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

18 Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have,
19 waived any and all provisions, rights, and benefits conferred by any law of any state or territory of
20 the United States, or principle of common law, or the law of any jurisdiction outside of the United
21 States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The
22 Releasing Parties acknowledge that they may discover facts in addition to or different from those
23 that they now know or believe to be true with respect to the subject matter of this release, but that it
24 is their intention to finally and forever settle and release the Released Claims, notwithstanding any
25 Unknown Claims they may have, as that term is defined in this Paragraph.
26

27 **2. SETTLEMENT RELIEF.**

28 **2.1 Payments to Settlement Class Members.**

1 **(a)** Within 120 days after the full form Class Action Settlement
2 Agreement is fully executed, Dapper shall pay or cause to be paid the Settlement Amount
3 into the Escrow Account.

4 **(b)** Settlement Class Members shall have until the Claims Deadline to
5 submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall
6 be entitled to receive as a Cash Award a *pro rata* payment from the Settlement Fund.
7 Proration of amounts due to Settlement Class Members with Approved Claims shall be
8 determined no later than 60 days after entry of a Final Judgment.

9 **(c)** The Settlement Administrator shall pay from the Settlement Fund all
10 Cash Awards to those Settlement Class Members with Approved Claims by check or
11 electronic payment, at the Settlement Class Member's election. Payments of Cash Awards to
12 all Settlement Class Members with Approved Claims shall be made within ninety (90) days
13 after entry of a Final Judgment.

14 **(d)** To the extent that any Settlement Class Members do not claim their
15 Cash Awards within one-hundred-eighty (180) days after Cash Awards are distributed in
16 accordance with Paragraph 2.1(b), such Settlement Class Members shall have waived their
17 right to a Cash Award and any unclaimed funds shall be redistributed on a *pro rata* basis
18 (after first deducting any necessary settlement administration expenses from such unclaimed
19 funds) to all Settlement Class Members who claimed their payments.

20 **(e)** To the extent a secondary distribution would be infeasible, any
21 unclaimed funds shall, subject to Court approval, revert to the Electronic Frontier Foundation,
22 a non-sectarian, not-for-profit organization, or another non-sectarian, not-for-profit
23 organization(s) recommended by Class Counsel and approved by the Court.
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1 (f) Subject to the provisions pertaining to the termination or cancellation
2 of the Settlement Agreement, as set forth in Paragraph 9, no portion of the Settlement Fund
3 shall revert back to Defendants.

4 **2.2 Prospective Relief.** Defendants agree to cease operation of the Meta Tracking
5 Pixel on any pages on its Website, unless and until the Video Privacy Protection Act, 18 U.S.C. §
6 2710, or California Civil Code §1799.3 are amended, repealed, or otherwise invalidated unless
7 Defendants are otherwise in compliance with those laws.

9 **3. RELEASE.**

10 **3.1** The obligations incurred pursuant to this Settlement Agreement shall be a full and
11 final disposition of the Action and any and all Released Claims as against all Released Parties.

12 **3.2** Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed
13 to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
14 relinquished, and discharged all Released Claims against the Released Parties, and each of them.
15 Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class
16 Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently
17 barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a
18 class member or otherwise) in any lawsuit, action or other proceeding in any jurisdiction (other
19 than participating in the Settlement as provided herein) against any Released Party based on the
20 Released Claims.
21 Released Claims.

22 **4. NOTICE TO THE CLASS.**

23 **4.1** The Notice Plan shall consist of the following:

24 (a) *Settlement Class List.* No later than twenty-eight (28) days after the
25 execution of this Agreement, Defendants shall produce to the Settlement Administrator, with a
26 copy to Class Counsel, an electronic list from its records that includes the names and last known
27 names and last known
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1 email addresses, to the extent available, belonging to persons within the Settlement Class. This
2 electronic document shall be called the “Class List”. Class Counsel shall not use the Settlement
3 Class List or any information contained within it, for any purpose other than administering the
4 settlement, and shall take reasonable measures to protect the information from any third-party
5 disclosure. Class Counsel may not send any advertisements, solicitations, or communications to
6 the Settlement Class to solicit Class members to retain Class Counsel for any other matters or
7 disputes.
8

9 **(b)** *Direct Notice via Email.* No later than fourteen (14) days after entry of the
10 Preliminary Approval Order, the Settlement Administrator shall send Notice via email
11 substantially in the form attached as Exhibit B to all Settlement Class Members for whom a valid
12 email address is in the Class List. In the event transmission of email notice results in any
13 “bounce-backs,” the Settlement Administrator shall, if possible, correct any issues that may have
14 caused the “bounce-back” to occur, including running a “skip-trace” to identify any potential
15 alternative email addresses, and make a second attempt to re-send the email notice.
16

17 **(c)** *Reminder Notice.* Both thirty (30) days prior to the Claims Deadline and
18 seven (7) days prior to the Claims Deadline, the Settlement Administrator shall send Notice via
19 email substantially in the form attached as Exhibit B (with minor, non-material modifications to
20 indicate that it is a reminder email rather than an initial notice), along with an electronic link to the
21 Claim Form, to all Settlement Class Members for whom a valid email address is available in the
22 Class List.
23

24 **(d)** *Settlement Website.* Within ten (10) days from entry of the Preliminary
25 Approval Order, the Settlement Administrator shall post a copy of the long-form Notice,
26 substantially in the form of Exhibit C hereto, on the Settlement Website. The Settlement Website
27 shall also provide Class Members with copies of this Settlement Agreement, and other pertinent
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1 documents and Court filings pertaining to the settlement (including the motion for attorneys' fees
2 upon its filing), as well as web-based forms for Settlement Class Members to submit electronic
3 Claim Forms, requests for exclusion from the Settlement Class, and updated postal addresses to
4 which Cash Awards should be sent after the Final Judgment becomes Final.
5

6 (e) *CAFA Notice.* Pursuant to 28 U.S.C. § 1715, not later than ten (10) days
7 after the Agreement is filed with the Court, the Settlement Administrator (on behalf of Defendant)
8 shall cause to be served upon the Attorneys General of each U.S. State and Territory in which
9 Settlement Class members reside, the Attorney General of the United States, and other required
10 government officials, notice of the proposed settlement as required by law, subject to Paragraph
11 5.1 below.
12

13 **4.2** The Notice shall advise the Settlement Class of their rights, including the right to be
14 excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The
15 Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in
16 support of said objection, shall be considered by the Court at the Final Approval Hearing only if,
17 on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice,
18 the Person making the objection files notice of an intention to do so and at the same time (a) files
19 copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the
20 Clerk of the Court, or alternatively, if the objection is from a Class Member represented by
21 counsel, files any objection through the Court's CM/ECF system, and (b) sends copies of such
22 papers by mail, hand, or overnight delivery service to Class Counsel and Defendants' Counsel.
23

24 **4.3** Any Settlement Class Member who intends to object to this Agreement must present
25 the objection in writing, which must be personally signed by the objector, and must include: (1)
26 the objector's name and address; (2) an explanation of the basis upon which the objector claims to
27 be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal
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1 authority and evidence supporting the objection; (4) the name and contact information of any and
2 all attorneys representing, advising, or in any way assisting the objector in connection with the
3 preparation or submission of the objection or who may profit from the pursuit of the objection (the
4 “Objecting Attorneys”); and (5) a statement indicating whether the objector intends to appear at the
5 Final Approval Hearing (either personally or through counsel who files an appearance with the
6 Court in accordance with the Local Rules).

8 **4.4** If a Settlement Class Member or any of the Objecting Attorneys has/have objected
9 to any class action settlement where the objector or the Objecting Attorneys asked for or received
10 any payment in exchange for dismissal of the objection, or any related appeal, without any
11 modification to the settlement, then the objection described in Paragraph 4.3 above must include a
12 statement identifying each such case by full case caption and amount of payment received.

14 **4.5** A potential Settlement Class Member may request to be excluded from the
15 Settlement Class by timely submitting a request for exclusion on the Settlement Website or sending
16 a written request to the address identified in the Notice. Any such request for exclusion must be
17 submitted on the Settlement Website or be postmarked on or before the Objection/Exclusion
18 Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a
19 Person who would otherwise be a Settlement Class Member must timely submit a request for
20 exclusion on the Settlement Website or send a written request for exclusion to the Settlement
21 Administrator that contains his/her name and address, that he/she created an account on
22 Defendants’ Website and simultaneously held an active Facebook account, and a statement that he
23 or she wishes to be excluded from the Settlement Class for purposes of this Settlement Agreement.
24 A request to be excluded that does not include all of this information, or that is sent to an address
25 other than that designated in the Notice, or that is not postmarked within the time specified, shall
26 be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class
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1 and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of
2 the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound
3 by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii)
4 gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this
5 Agreement. Any request for exclusion must be personally signed by each Person requesting
6 exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for
7 exclusion must be submitted on the Settlement Website by 11:59 p.m., Eastern Standard Time, on
8 the date specified in the Notice, or be postmarked or received by the date specified in the Notice.
9

10 **4.6** The Final Approval Hearing shall be no earlier than ninety (90) days after the
11 Notice described in Paragraph 4.1(b) is provided.
12

13 **4.7** Any Settlement Class Member who does not, in accordance with the terms and
14 conditions of this Agreement, timely and validly seek exclusion from the Settlement Class, will be
15 bound by all of the terms of this Agreement, including the terms of the Final Judgment to be
16 entered in the Action and the Releases provided for in the Agreement, and will be barred from
17 bringing any action against any of the Released Parties concerning the Released Claims.
18

19 **5. SETTLEMENT ADMINISTRATION.**

20 **5.1** The Settlement Administrator shall, under the supervision of the Court, administer
21 the relief provided by this Settlement Agreement by processing Claim Forms and requests for
22 exclusion from the Settlement Class, and disbursing funds from the Settlement Fund in a rational,
23 responsive, cost effective, and timely manner. The terms of this Agreement, upon approval by the
24 Court, shall at all times govern the scope of the services to be provided by the Settlement
25 Administrator to administer the settlement, and the terms of any separate contract or agreement
26 entered into between or among the Settlement Administrator and Class Counsel, Defendants’
27 Counsel, or the Defendants to administer the settlement shall be consistent in all material respects
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1 with the terms of this Agreement. The Settlement Administrator shall maintain reasonably detailed
2 records of its activities under this Agreement. The Settlement Administrator shall maintain all
3 such records as are required by applicable law in accordance with its normal business practices and
4 such records will be made available to Class Counsel and Defendants' Counsel upon request. The
5 Settlement Administrator shall also provide reports and other information to the Court as the Court
6 may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel
7 with regular reports at weekly intervals containing information concerning Notice, administration,
8 and implementation of the Settlement Agreement. Should the Court request, the Parties shall
9 submit a timely report to the Court summarizing the work performed by the Settlement
10 Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class
11 Members. Without limiting the foregoing, the Settlement Administrator shall:
12

13 **(a)** Forward to Defendants' Counsel, with copies to Class Counsel, all
14 original documents and other materials received in connection with the administration of the
15 settlement, and all copies thereof, within thirty (30) days after the Claims Deadline;
16

17 **(b)** Provide Class Counsel and Defendants' Counsel with drafts of all
18 administration related documents, including but not limited to CAFA Notices, follow-up class
19 notices or communications with Settlement Class Members, telephone scripts, website
20 postings or language or other communications with the Settlement Class, at least five (5) days
21 before the Settlement Administrator is required to or intends to publish or use such
22 communications, unless Class Counsel and Defendants' Counsel agree to waive this
23 requirement in writing on case by case basis;
24

25 **(c)** Receive requests to be excluded from the Settlement Class and other
26 requests and promptly provide to Class Counsel and Defendants' Counsel copies thereof. If
27 the Settlement Administrator receives any exclusion forms or other requests after the deadline
28

1 for the submission of such forms and requests, the Settlement Administrator shall promptly
2 provide copies thereof to Class Counsel and Defendants' Counsel;

3 (d) Provide weekly reports to Class Counsel and Defendants' Counsel,
4 including without limitation, reports regarding the number of Claim Forms and requests for
5 exclusion and/or objections received; and
6

7 (e) Make available for inspection by Class Counsel and Defendants'
8 Counsel the Claim Forms received by the Settlement Administrator at any time upon
9 reasonable notice.

10 5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to
11 screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud.
12 The Settlement Administrator will reject any claim that does not comply in any material respect
13 with the instructions on the Claim Form or is submitted after the Claims Deadline. Each claimant
14 who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the
15 Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of
16 the date of the notice. The Settlement Administrator may contact any Person who has submitted a
17 Claim Form to obtain additional information necessary to verify the Claim Form.
18

19 5.3 Defendants' Counsel and Class Counsel shall have the right to challenge the
20 acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and
21 review supporting documentation relating to such Claim Form. The Settlement Administrator shall
22 follow any agreed decisions of Class Counsel and Defendants' Counsel as to the validity of any
23 disputed submitted Claim Form. To the extent Class Counsel and Defendants' Counsel are not
24 able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court
25 for binding determination.
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1 **5.4.** Defendants, the Released Parties, and Defendants’ Counsel shall have no
2 responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or
3 determination by Class Counsel, or the Settlement Administrator, or any of their respective
4 designees or agents, in connection with the administration of the settlement or otherwise; (ii) the
5 management, investment, or distribution of the Settlement Fund; (iii) the allocation of Settlement
6 Funds to Settlement Class Members or the implementation, administration, or interpretation
7 thereof; (iv) the determination, administration, calculation, or payment of any claims asserted
8 against the Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Settlement
9 Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, or costs incurred in
10 connection with the taxation of the Settlement Fund or the filing of any federal, state, or local
11 returns.
12

13
14 **5.5.** All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be
15 timely paid by the Settlement Administrator pursuant to this Agreement and without further order
16 of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth
17 therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the
18 income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.
19 The Released Parties shall have no responsibility or liability for the acts or omissions of the
20 Settlement Administrator or its agents with respect to the payment of taxes or tax expenses.
21

22 **6. TERMINATION OF SETTLEMENT.**

23 **6.1** Subject to Paragraphs 9.1, 9.2, and 9.3 below, Defendants or the Class
24 Representative on behalf of the Settlement Class, shall have the right but not the obligation to
25 terminate this Agreement by providing written notice of the election to do so (“Termination
26 Notice”) to all other Parties hereto within twenty-one (21) days of any of the following events: (i)
27 the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the
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1 Court's refusal to grant final approval of this Agreement in any material respect; (iii) the Court's
2 refusal to enter the Final Judgment in this Action in any material respect; or (iv) the Final
3 Judgment is modified or reversed in any material respect by an appellate court with jurisdiction.

4 **6.2 Confirmatory Discovery.** Defendants have represented that there are
5 approximately 1,221,288 United States NBA Top Shot account holders from June 15, 2020 (the
6 date Dapper launched the NBA Top Shot product) to January 30, 2025 (the date on which Dapper
7 turned off the Meta pixel on nbatopshot.com). Simultaneous with providing the Settlement Class
8 List to the Settlement Class Administrator, Defendants have provided a declaration from an
9 appropriate representative with knowledge attesting to the same.

10
11 **7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.**

12 **7.1** Promptly after the execution of this Settlement Agreement, Class Counsel shall file
13 this Agreement together with the Exhibits annexed hereto with the Court and shall move the Court
14 for: Preliminary Approval of the settlement set forth in this Agreement; certification of the
15 Settlement Class for settlement purposes only; appointment of Class Counsel and the Class
16 Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval
17 Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of
18 Exhibits A, B, and C hereto. The Preliminary Approval Order shall also authorize the Parties,
19 without further approval from the Court, to agree to and adopt such amendments, modifications
20 and expansions of the Settlement Agreement and its implementing documents (including all
21 exhibits to this Agreement) so long as they are consistent in all material respects with the terms of
22 the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially
23 expand the obligations of Defendants.
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1 **7.2** At the time of the submission of this Agreement to the Court as described above,
2 Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and
3 finally approve the settlement of the Action as set forth herein.

4 **7.3** After Notice is given, the Parties shall request and seek to obtain from the Court a
5 Final Judgment, which will (among other things):
6

7 **(a)** find that the Court has personal jurisdiction over all Settlement Class
8 Members and that the Court has subject matter jurisdiction to approve the Agreement, including all
9 exhibits thereto;

10 **(b)** approve the Settlement Agreement and the proposed settlement as fair,
11 reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct
12 the Parties and their counsel to implement and consummate the Agreement according to its terms
13 and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive
14 effect in all pending and future lawsuits or other proceedings maintained by or on behalf of
15 Plaintiffs and Releasing Parties;
16

17 **(c)** find that the Notice implemented pursuant to the Agreement (1) constitutes
18 the best practicable notice under the circumstances; (2) constitutes notice that is reasonably
19 calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action,
20 their right to object to or exclude themselves from the proposed settlement, and to appear at the
21 Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all
22 persons entitled to receive notice; and (4) meets all applicable requirements of the Federal Rules of
23 Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the
24 Court;
25

26 **(d)** find that the Class Representative and Class Counsel adequately represent
27 the Settlement Class for purposes of entering into and implementing the Agreement;
28

1 (e) dismiss the Action (including all individual claims and Settlement Class
2 Claims presented thereby) on the merits and with prejudice, without fees or costs to any party
3 except as provided in the Settlement Agreement;

4 (f) incorporate the release set forth above, make the release effective as of the
5 Effective Date, and forever discharge the Released Parties as set forth herein;

6 (g) permanently bar and enjoin all Settlement Class Members who have not
7 been properly excluded from the Settlement Class from filing, commencing, prosecuting,
8 intervening in, or participating (as class members or otherwise) in any lawsuit or other action in
9 any jurisdiction based on the Released Claims;

10 (h) without affecting the finality of the Final Judgment for purposes of appeal,
11 retain jurisdiction as to all matters relating to administration, consummation, enforcement, and
12 interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary
13 purpose; and

14 (i) incorporate any other provisions, as the Court deems necessary and just.

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18 **8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF**
19 **EXPENSES; SERVICE AWARD.**

20 **8.1** Pursuant to Fed. R. Civ. P. 23(h) and 18 U.S.C. § 2710(c)(2)(C), Defendants agree
21 that Class Counsel shall be entitled to seek an award of reasonable attorneys' fees and costs out of
22 the Settlement Fund in an amount to be determined by the Court as the Fee Award. With no
23 consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and
24 expenses to no more than one-third of the Settlement Fund (*i.e.*, \$2,350,000.00). Payment of the
25 Fee Award shall be made from the Settlement Fund and should the Court award less than the
26 amount sought by Class Counsel, the difference in the amount sought and the amount ultimately
27 awarded pursuant to this Paragraph shall remain in the Settlement Fund.
28

1 **8.2** The Fee Award shall be payable by the Settlement Administrator within ten (10)
2 days after entry of the Court’s Final Judgment, subject to Class Counsel executing the Undertaking
3 Regarding Attorneys’ Fees and Costs (the “Undertaking”) attached hereto as Exhibit D, and
4 providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the
5 Fee Award shall be made from the Settlement Fund by wire transfer to Class Counsel in
6 accordance with wire instructions to be provided by Class Counsel, and completion of necessary
7 forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason
8 the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or
9 firms who shall have received the funds shall be severally liable for payments made pursuant to
10 this Paragraph and shall return such funds to the Settlement Fund. Additionally, should any parties
11 to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to
12 the final payment to Class Members, those parties shall execute a new undertaking guaranteeing
13 repayment of funds within fourteen (14) days of such an occurrence.

16 **8.3** Class Counsel intends to file a motion for Court approval of a Service Award to the
17 Class Representatives, to be paid from the Settlement Fund, in addition to any funds the Class
18 Representative stands to otherwise receive from the settlement. With no consideration having been
19 given or received for this limitation, Plaintiffs will seek no more than \$10,000 each as a Service
20 Award. Should the Court award less than this amount, the difference in the amount sought and the
21 amount ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund. Such
22 Service Award shall be paid from the Settlement Fund (in the form of a check to the Class
23 Representative that is sent care of Class Counsel), within five (5) business days after entry of the
24 Final Judgment if there have been no objections to the Settlement Agreement, and, if there have
25 been such objections, within five (5) business days after the Effective Date.

27
28 **9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,
 CANCELLATION OR TERMINATION.**

1
2 **9.1** The Effective Date of this Settlement Agreement shall not occur unless and until
3 each of the following events occurs and shall be the date upon which the last (in time) of the
4 following events occurs:

- 5 **(a)** The Parties and their counsel have executed this Agreement;
- 6 **(b)** The Court has entered the Preliminary Approval Order;
- 7 **(c)** The Court has entered an order finally approving the Agreement, following
8 Notice to the Settlement Class, as provided in the Federal Rules of Civil
9 Procedure, and has entered the Final Judgment, or a judgment consistent with
10 this Agreement in all material respects; and
- 11 **(d)** The Final Judgment has become Final.

12 **9.2** If some or all of the conditions specified in Paragraph 9.1 are not met, or in the
13 event that this Agreement is not approved by the Court, or the Settlement set forth in this
14 Agreement is terminated or fails to become effective in accordance with its terms, then this
15 Settlement Agreement may be canceled and terminated subject to Paragraph 6.1, unless Class
16 Counsel and Defendants' Counsel mutually agree in writing to proceed with this Agreement. If
17 any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial
18 compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the
19 Parties and Settlement Class Members (which notice may be given by the Settlement Administrator
20 via email to the email addresses on record for Settlement Class Members). Notwithstanding
21 anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee
22 Award to be requested by Class Counsel and/or the Service Award to be requested for the Class
23 Representative, as set forth in Paragraph 8 above, shall not prevent the Agreement from becoming
24 effective, nor shall it be grounds for termination.
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1 **9.3** If this Agreement is terminated or fails to become effective for the reasons set forth
2 in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the
3 Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other
4 order entered by the Court in accordance with the terms of this Agreement shall be treated as
5 vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the
6 Action as if this Agreement had never been entered into. Within five (5) business days after
7 written notification of termination as provided in this Agreement is sent to the other Parties, the
8 Settlement Fund (including accrued interest thereon), less any Settlement Administration costs
9 actually incurred, paid or payable and less any taxes and tax expenses paid, due or owing, shall be
10 refunded by the Settlement Administrator to Defendants, based upon written instructions provided
11 by Defendants' Counsel. In the event that the Final Judgment or any material part thereof is
12 vacated, overturned, reversed, or rendered void as a result of any timely filed appeal, or the
13 Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class
14 Counsel shall, within thirty (30) days thereof repay to Defendants, based upon written instructions
15 provided by Defendants' Counsel, the full amount of the Fee Award, including any accrued
16 interest, and shall cause Class Representative to repay to Defendants, based upon written
17 instructions provided by Defendants' Counsel, the full amount of the Service Award, including any
18 accrued interest. In the event the Fee Award, Service Award, or any part thereof is vacated,
19 modified, reversed, or rendered void as a result of a timely filed appeal, Class Counsel shall within
20 thirty (30) days thereof repay, or cause Class Representative to repay, to the Settlement Fund,
21 based upon written instructions provided by the Settlement Administrator, the Fee Award and/or
22 Service Award, in the amount vacated or modified, including any accrued interest.

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26 **10. MISCELLANEOUS PROVISIONS.**

27 **10.1** The Parties: (a) acknowledge that it is their intent to consummate this Settlement
28

1 Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the
2 extent reasonably necessary to effectuate and implement all terms and conditions of this
3 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and
4 conditions of this Agreement, to secure final approval, and to defend the Final Judgment through
5 any and all appeals. Class Counsel and Defendants' Counsel agree to cooperate with one another
6 in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order,
7 and the Final Judgment, and promptly to agree upon and execute all such other documentation as
8 may be reasonably required to obtain final approval of the Agreement.
9

10 **10.2** The Parties intend this Settlement Agreement to be a final and complete resolution
11 of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class
12 and each or any of them, on the one hand, against the Released Parties, and each or any of the
13 Released Parties, on the other hand. Accordingly, the Parties and the Settlement Class Members
14 agree not to assert in any forum that the Action was brought by Plaintiffs or defended by
15 Defendants, or each or any of them, in bad faith or without a reasonable basis.
16

17 **10.3** The Parties have relied upon the advice and representation of counsel, selected by
18 them, concerning their respective legal liability for the claims hereby released. The Parties have
19 read and understand fully the above and foregoing Agreement and have been fully advised as to the
20 legal effect thereof by counsel of their own selection and intend to be legally bound by the same.
21

22 **10.4** Whether or not the Effective Date occurs or the Settlement Agreement is
23 terminated, neither this Agreement nor the settlement contained herein or any term, provision or
24 definition therein, nor any act or communication performed or document executed in the course of
25 negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or
26 the settlement:
27
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1 **(a)** is, may be deemed, or shall be used, offered or received in any civil, criminal
2 or administrative proceeding in any court, administrative agency, arbitral proceeding or other
3 tribunal against the Released Parties, or each or any of them, as an admission, concession or
4 evidence of, the validity of any Released Claims, the truth of any fact alleged by the Named
5 Plaintiffs, the appropriateness of the certification of a litigation class, the deficiency of any defense
6 that has been or could have been asserted in the Action, the violation of any law or statute, the
7 definition or scope of any term or provision, the reasonableness of the Settlement Amount or the
8 Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or
9 any of them;
10

11 **(b)** is, may be deemed, or shall be used, offered or received against any
12 Released Party, as an admission, concession or evidence of any fault, misrepresentation or
13 omission with respect to any statement or written document approved or made by the Released
14 Parties, or any of them;
15

16 **(c)** is, may be deemed, or shall be used, offered or received against the Released
17 Parties, or each or any of them, as an admission or concession with respect to any liability,
18 negligence, fault or wrongdoing or statutory meaning (including but not limited to the definition of
19 Settlement Class) as against any Released Parties, or supporting the certification of a litigation
20 class, in any civil, criminal or administrative proceeding in any court, administrative agency or
21 other tribunal. However, the settlement, as set forth herein, this Agreement, and any acts
22 performed and/or documents executed in furtherance of or pursuant to this Agreement and/or the
23 settlement, as set forth herein, may be used in any proceedings as may be necessary to effectuate
24 the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court,
25 any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any
26 action that may be brought against such Party or Parties in order to support a defense or
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1 counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,
2 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar
3 defense or counterclaim;

4 (d) is, may be deemed, or shall be construed against Named Plaintiffs, the
5 Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or
6 each or any of them, as an admission or concession that the consideration to be given hereunder
7 represents an amount equal to, less than or greater than that amount that could have or would have
8 been recovered after trial; and

9 (e) is, may be deemed, or shall be construed as or received in evidence as an
10 admission or concession against Named Plaintiffs, the Settlement Class, the Releasing Parties, or
11 each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs'
12 claims are with or without merit or that damages recoverable in the Action would have exceeded or
13 would have been less than any particular amount.

14
15
16 **10.5** The Parties and Settlement Class Members acknowledge that (a) any certification of
17 the Settlement Class as set forth in this Agreement, including certification of the Settlement Class
18 for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession
19 that certification of a litigation class is appropriate, or that the Settlement Class definition would be
20 appropriate for a litigation class, nor would Defendants be precluded from challenging class
21 certification in further proceedings in the Action or in any other action if the Settlement Agreement
22 is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the
23 Court for any reason whatsoever, then any certification of the Settlement Class will be void, the
24 Parties and the Action shall be restored to the *status quo ante*, and no doctrine of waiver, estoppel
25 or preclusion will be asserted in any litigated certification proceedings in the Action or in any other
26 action; and (c) no agreements made by or entered into by Defendants in connection with the
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1 Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to
2 establish any of the elements of class certification in any litigated certification proceedings,
3 whether in the Action or any other judicial proceeding.

4 **10.6.** No person or entity shall have any claim against the Class Representative, Class
5 Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the
6 Released Parties and/or their counsel, arising from distributions made substantially in accordance
7 with this Agreement. The Parties and their respective counsel and all other Released Parties shall
8 have no liability whatsoever for the investment or distribution of the Settlement Fund or the
9 determination, administration, calculation, or payment of any claim or nonperformance of the
10 Settlement Administrator, the payment or withholding of taxes (including interest and penalties)
11 owed by the Settlement Fund, or any losses incurred in connection therewith.

12 **10.7.** All proceedings with respect to the administration, processing and determination of
13 Claim Forms and settlement payments and the determination of all controversies relating thereto,
14 including disputed questions of law and fact with respect to the validity of Claim Forms and
15 settlement payments, shall be subject to the jurisdiction of the Court.

16 **10.8** The headings used herein are used for the purpose of convenience only and are not
17 meant to have legal effect.

18 **10.9** The waiver by one Party of any breach of this Agreement by any other Party shall
19 not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

20 **10.10** All of the Exhibits annexed to this Agreement are material and integral parts thereof
21 and are fully incorporated herein by this reference.

22 **10.11** This Agreement and its Exhibits set forth the entire agreement and understanding of
23 the Parties and Settlement Class Members with respect to the matters set forth herein, and
24 supersede all prior negotiations, agreements, arrangements and undertakings with respect to the
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1 matters set forth herein. No representations, warranties or inducements have been made to any
2 Party concerning this Settlement Agreement or the Exhibits annexed hereto other than the
3 representations, warranties and covenants contained and memorialized in such documents. This
4 Agreement may be amended or modified only by a written instrument signed by or on behalf of all
5 Parties or their respective successors-in-interest.
6

7 **10.12** Except as otherwise provided herein, each Party shall bear its own costs.

8 **10.13** Named Plaintiffs represent and warrant that they have not assigned any claim or
9 right or interest therein as against the Released Parties to any other Person or Party and that he is
10 fully entitled to release the same.

11 **10.14** Each counsel or other Person executing this Settlement Agreement, any of the
12 Exhibits annexed hereto, or any related settlement documents on behalf of any Party hereto, hereby
13 warrants and represents that such Person has the full authority to do so and has the authority to take
14 appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its
15 terms.
16

17 **10.15** This Agreement may be executed in one or more counterparts. Signature by digital
18 means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All
19 executed counterparts and each of them shall be deemed to be one and the same instrument. A
20 complete set of original executed counterparts shall be filed with the Court if the Court so requests.
21 This Agreement is not binding on the Parties until fully executed by each of the Parties hereto.
22

23 **10.16** This Settlement Agreement shall be binding upon, and inure to the benefit of, the
24 heirs, successors and assigns of the Parties, the Settlement Class and the Released Parties.

25 **10.17** The Court shall retain jurisdiction with respect to implementation and enforcement
26 of the terms of this Agreement, and all Parties and Settlement Class Members submit to the
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1 jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in
2 this Agreement.

3 **10.18** This Settlement Agreement shall be governed by and construed in accordance with
4 the laws of the State of California.

5 **10.19** This Agreement is deemed to have been prepared by counsel for all Parties, as a
6 result of arm’s-length negotiations among the Parties. Because all Parties have contributed
7 substantially and materially to the preparation of this Agreement, it shall not be construed more
8 strictly against one Party than another.


9 **10.20** Where this Agreement requires notice to the Parties, such notice shall be sent to the
10 undersigned counsel: Stefan Bogdanovich, Bursor & Fisher, P.A., 1990 North California Blvd., 9th
11 Floor, Walnut Creek, CA, 94596, sbogdanovich@bursor.com; Kenneth P. Herzinger, Paul Hastings
12 LLP, 101 California St., 48th Floor, San Francisco, CA, 94111,
13 kennethherzinger@paulhastings.com.
14
15

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17 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
18 SIGNATURE PAGES TO FOLLOW]
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1 **IT IS SO AGREED TO BY THE PARTIES:**


2 Dated: 07/28/2025

THOMAS FAN

3 By: 
4 Thomas Fan (Jul 28, 2025 14:40:29 PDT)
5 Thomas Fan, individually and as representative of the
6 Settlement Class


6 Dated: 07/28/2025

MATTHEW KIMOTO

7 By: 
8 Matthew Kimoto (Jul 28, 2025 15:11:37 PDT)
9 Matthew Kimoto, individually and as representative
10 of the Settlement Class

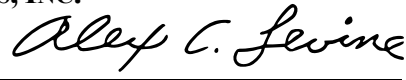
10 Dated: 07/28/2025

CLINTON BROWN

11 By: 
12 Clinton Brown (Jul 28, 2025 15:11:24 PDT)
13 Clinton Brown, individually and as representative of
14 the Settlement Class


14 Dated: 7/29/2025

DAPPER LABS, INC.

15 By: 
16 Name: Alex C. Levine
17 Title: General Counsel

18 Dated: 07/29/2025


NBA PROPERTIES, INC.

19 By: 
20 Ayala Deutsch
21 Name: Ayala Deutsch
22 Title: Deputy General Counsel

23 **IT IS SO STIPULATED BY COUNSEL:**

24 Dated: 07/28/2025

BURSOR & FISHER, PA

25 By: 
26 L. Timothy Fisher
27 ltfisher@bursor.com
28 Stefan Bogdanovich
sbogdanovich@bursor.com
BURSOR & FISHER, P.A.

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1990 North California Blvd., 9th Floor
Walnut Creek, CA 94596
Tel: (925) 300-4455
Fax: (925) 407-2700

Proposed Class Counsel

Dated: 7/28/25

PAUL HASTINGS LLP

By: 
Kenneth P. Herzinger
kennethherzinger@paulhastings.com
Aaron D. Charfoos
aaroncharfoos@paulhastings.com
PAUL HASTINGS LLP
101 California St., 48th Floor
San Francisco, CA, 94111
Tel: (415) 856-7000

Attorneys for Defendants

EXHIBIT A

Fan v. NBA Properties, Inc.

United States District Court for the Northern District of California

Civil Action No. 3:23-cv-05069-SI

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [REDACTED], or submitted online on or before [REDACTED].

Please read the full notice of this settlement (available at [\[hyperlink\]](#)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit this Claim Form.

MAIL: [\[ADDRESS\]](#)

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

POTENTIAL CASH PAYMENT: You may be eligible to receive a *pro rata* cash payment, which Class Counsel estimates will be between \$36 to \$122 and will be based on the total number of valid claims which are submitted. To qualify for a cash payment you **must also** provide proof of your Facebook account and an attestation under penalty of perjury, by completing the Parts Two and Three of this Claim Form, below.

PREFERRED PAYMENT METHOD:

Venmo Venmo Username: _____

PayPal PayPal Email: _____

Zelle Zelle Email: _____

QUESTIONS? VISIT [\[hyperlink\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE

Check

PART TWO: PROOF OF FACEBOOK ACCOUNT

PROOF OF FACEBOOK ACCOUNT: You may submit proof of your Facebook account by providing your Facebook Profile URL or by uploading a screenshot of your Facebook Profile [here].

To provide your Facebook Profile URL:

1. Open Facebook in a web browser and log in.
2. Navigate to your Facebook Profile.
3. Once on your Facebook Profile, look at the URL in your browser’s address bar.
4. Write your Facebook Profile URL here: <https://facebook.com/>

To upload a screenshot of your Facebook Profile:

1. Open Facebook in a web browser and log in.
2. Navigate to your Facebook Profile.
3. Take a screenshot of your Facebook Profile.
4. Upload the screenshot [here].

PART THREE: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that I held an account on the *NBA Top Shot* website using the email address and username below between June 15, 2020 through January 30, 2025, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I also declare under penalty of perjury that the Facebook account identified in this form belongs to me and no one else. I understand that my Claim Form may be subject to audit, verification, and Court review.

NBA Top Shot Email Address

NBA Top Shot Username

SIGNATURE

DATE

Please keep a copy of your Claim Form for your records.

EXHIBIT B

From: Settlement@nbatopshotvideoprivacyclassactionsettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Fan v. NBA Properties, Inc., Case No. 3:23-cv-05069-SI
(United States District Court for the Northern District of California)

Our Records Indicate You Have An *NBA Top Shot* Account and May Be Entitled to a Payment From a Class Action Settlement.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This notice is to inform you that a settlement has been reached in a class action lawsuit claiming that Defendants, NBA Properties, Inc. and Dapper Labs, Inc., disclosed their subscribers' personally identifiable information ("PII") to Meta via the Meta Tracking Pixel on the nbatopshot.com website without proper consent in violation of the Video Privacy Protection Act (the "VPPA") and California law. Defendants deny that they violated any law, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are all persons in the United States who, from June 15, 2020, to and through the January 30, 2025, had an active Facebook account and an NBA Top Shot account..

What Can I Get? If approved by the Court, Defendant will establish a Settlement Fund of \$7,050,000.00 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* share of the Settlement Fund, estimated at \$36-\$122 per class member. The Settlement also requires Defendants to suspend operation of the Meta Tracking Pixel on its website, unless and until the VPPA is amended, repealed, or otherwise invalidated, unless Defendants are otherwise in compliance with that law..

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking [here.] Your payment will be sent via your choice of an electronic payment PayPal, Venmo, Zelle, or via a physical check that will be mailed to you.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendants over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.nbatopshotvideoprivacyclassactionsettlement.com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of

the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of subscriber information to Facebook in this case against the Defendant will be released.

Who Represents Me? The Court has appointed lawyers Stefan Bogdanovich and L. Timothy Fisher of Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [redacted] a.m. on [date] in Courtroom 1, 17th Floor at the San Francisco U.S. Courthouse, 450 Golden Gate Avenue, San Francisco, CA, 94102. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$10,000 from the Settlement Fund for his service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Benefit, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.nbatopshotvideoprivacyclassactionsettlement.com, contact the settlement administrator at 1-___-___-___ or NBA Top Shot Video Privacy Settlement Administrator, [address], or call Class Counsel at 1-646-837-7150.

EXHIBIT C

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA*Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069-SI**Our Records Indicate You Have An *NBA Top Shot* Account and May Be Entitled to a Payment From a Class Action Settlement.**

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit against NBA Properties, Inc. and Dapper Labs, Inc. The class action lawsuit accuses NBA Properties, Inc. and Dapper Labs, Inc. of disclosing NBA Top Shot account holders' personally identifiable information ("PII") to Meta via the Meta Tracking Pixel on the nbatopshot.com website without proper consent in violation of the Video Privacy Protection Act (the "VPPA") and California law. Defendant denies that it violated any law, but has agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- You are included if you are a person in the United States who, from June 15, 2020, to and through the January 30, 2025, had an active Facebook account and a NBA Top Shot account.
- Persons included in the Settlement will be eligible to receive a *pro rata* (meaning equal) portion of the Settlement Fund, which Class Counsel anticipates to be approximately \$36-122. The Settlement also requires Defendants to suspend operation of the Meta Tracking Pixel on its website, unless and until the VPPA is amended, repealed, or otherwise invalidated, unless Defendants are otherwise in compliance with that law.
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	This is the only way to receive a payment.
EXCLUDE YOURSELF BY [DATE]	You will receive no benefits, but you will retain any rights you currently have to sue the Defendants about the claims in this case.
OBJECT BY [DATE]	Write to the Court explaining why you don't like the Settlement.
GO TO THE HEARING BY [DATE]	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won't get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

BASIC INFORMATION**1. Why was this Notice issued?**

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT

WWW.NBATOPSHOTVIDEOPRIVACYCLASSACTIONSETTLEMENT.COM

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Susan Illston, of the U.S. District Court for the Northern District of California, is overseeing this case. The case is called *Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069-SI. The persons who have sued are called the Plaintiffs. The Defendants are NBA Properties, Inc. and Dapper Labs, Inc.

2. What is a class action?

In a class action, one or more people called the class representative (in this case, Thomas Fan, Matthew Kimoto, and Clinton Brown) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit claims that Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) and California law by disclosing its NBA Top Shot account holders’ personally identifiable information (“PII”) to Meta via the Meta Tracking Pixel on the nbatopshot.com website without consent. The Defendants deny that they violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The **Settlement Class** is defined as:

All persons in the United States who, from June 15, 2020, to and through the January 30, 2025, had an active Facebook account and an NBA Top Shot account.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT

WWW.NBATOPSHOTVIDEOPRIVACYCLASSACTIONSETTLEMENT.COM

Monetary Relief: Defendant has created a Settlement Fund totaling \$7,050,000.00. Class Member payments, and the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees, and an award to the Class Representative will also come out of this fund (*see* Question 13).

Prospective Changes: In addition to this monetary relief, the Settlement also requires Defendants to suspend operation of the Meta Tracking Pixel on its NBA Top Shot website, unless and until the VPPA is amended, repealed, or otherwise invalidated, unless the Defendants are otherwise in compliance with that law.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. The amount of this payment will depend on how many of the Class Members file valid claims. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund, which Class Counsel anticipates will be approximately \$36-\$122. You can contact Class Counsel at 1-646-837-7150 to inquire as to the number of claims filed.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 90 days after the Settlement has been finally approved and/or any appeals process is complete. Your payment will be sent via your choice of an electronic payment PayPal, Venmo, Zelle, or via a physical check that will be mailed to you.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are a Class Member and you want to get a payment, you **must** complete and submit a Claim Form by [Claims Deadline]. Claim Forms can be found and submitted by clicking [here](#) [hyperlink], or by printing and mailing a paper Claim Form, copies of which are available for download [here](#) [hyperlink].

We also encourage you to submit your claim online. Not only is it easier and more secure, but it is completely free and takes only minutes!

REMAINING IN THE SETTLEMENT

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT

WWW.NBATOPSHOTVIDEOPRIVACYCLASSACTIONSETTLEMENT.COM

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolve. The Settlement Agreement describes the specific claims you are giving up against the Defendants. You will be “releasing” the Defendants and certain of its affiliates described in Section 1.25 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendants for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Stefan Bogdanovich and L. Timothy Fisher of Bursor & Fisher, P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel’s attorneys’ fees, costs, and expenses will be paid from the Settlement Fund in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$7.05 million Settlement Benefit, but the Court may award less than this amount.

As approved by the Court, the Class Representative will be paid an Incentive Award from the Settlement Fund for helping to bring and settle the case. The Class Representative will seek no more than \$10,000 as an incentive award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069-SI settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than [**objection/exclusion deadline**] to:

NBA Top Shot Video Privacy Settlement
0000 Street
City, ST 00000

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069-SI and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to identify your current Facebook page or a screenshot showing that you were a Facebook member during the class period, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendants' Counsel listed below.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT

WWW.NBATOPSHOTVIDEOPRIVACYCLASSACTIONSETTLEMENT.COM

Class Counsel will file with the Court and post on this website its request for attorneys' fees by [two weeks prior to objection deadline].

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than [objection deadline].

Court	Class Counsel	Defendant's Counsel
The Honorable Susan Illston San Francisco U.S. Courthouse 450 Golden Gate Avenue, Courtroom 1, 17th Floor, San Francisco, CA 94102	L. Timothy Fisher Stefan Bogdanovich Bursor & Fisher PA 1990 North California Blvd., 9th Floor Walnut Creek, CA 94596	Kenneth P. Herzinger Aaron D. Charfoos Paul Hastings LLP 101 California St., 48 th Floor San Francisco, CA, 94111

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2025** in Courtroom 1 at the San Francisco U.S. Courthouse, 450 Golden Gate Avenue, 17th Floor, San Francisco, CA 94102. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [www.nbatopshotvideoprivacyclassactionsettlement.com] or call 1-646-837-7150. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT

WWW.NBATOPSHOTVIDEOPRIVACYCLASSACTIONSETTLEMENT.COM

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Fan v. NBA Properties, Inc.*, Case No. 3:23-cv-05069-SI." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.nbatopshotvideoprivacyclassactionsettlement.com. You may also write with questions to NBA Top Shot Video Privacy Settlement, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.



www.bursor.com

701 BRICKELL AVENUE
MIAMI, FL 33131

1330 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

1990 NORTH CALIFORNIA BLVD.
WALNUT CREEK, CA 94596

FIRM RESUME

With offices in Florida, New York, and California, BURSOR & FISHER lawyers have represented both plaintiffs and defendants in state and federal courts throughout the country.

The lawyers at our firm have an active civil trial practice, having won multi-million-dollar verdicts or recoveries in six of six class action jury trials since 2008. Our most recent class action trial victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector found to have violated the Telephone Consumer Protection Act. During the pendency of the defendant's appeal, the case settled for \$75.6 million, the largest settlement in the history of the Telephone Consumer Protection Act.

In August 2013 in *Ayyad v. Sprint Spectrum L.P.*, in which Mr. Bursor served as lead trial counsel, we won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc. (II)*, we obtained a \$50 million jury verdict in favor of a certified class of 150,000 purchasers of the Avacor Hair Regrowth System. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009, and the largest in any class action.

The lawyers at our firm have an active class action practice and have won numerous appointments as class counsel to represent millions of class members, including customers of Honda, Verizon Wireless, AT&T Wireless, Sprint, Haier America, and Michaels Stores as well as purchasers of Avacor™, Hydroxycut, and Sensa™ products. Bursor & Fisher lawyers have been court-appointed Class Counsel or Interim Class Counsel in:

1. *O'Brien v. LG Electronics USA, Inc.* (D.N.J. Dec. 16, 2010) to represent a certified nationwide class of purchasers of LG French-door refrigerators,
2. *Ramundo v. Michaels Stores, Inc.* (N.D. Ill. June 8, 2011) to represent a certified nationwide class of consumers who made in-store purchases at Michaels Stores using a debit or credit card and had their private financial information stolen as a result,
3. *In re Haier Freezer Consumer Litig.* (N.D. Cal. Aug. 17, 2011) to represent a certified class of purchasers of mislabeled freezers from Haier America Trading, LLC,

4. *Rodriguez v. CitiMortgage, Inc.* (S.D.N.Y. Nov. 14, 2011) to represent a certified nationwide class of military personnel against CitiMortgage for illegal foreclosures,
5. *Rossi v. The Procter & Gamble Co.* (D.N.J. Jan. 31, 2012) to represent a certified nationwide class of purchasers of Crest Sensitivity Treatment & Protection toothpaste,
6. *Dzielak v. Whirlpool Corp. et al.* (D.N.J. Feb. 21, 2012) to represent a proposed nationwide class of purchasers of mislabeled Maytag Centennial washing machines from Whirlpool Corp., Sears, and other retailers,
7. *In re Sensa Weight Loss Litig.* (N.D. Cal. Mar. 2, 2012) to represent a certified nationwide class of purchasers of Sensa weight loss products,
8. *In re Sinus Buster Products Consumer Litig.* (E.D.N.Y. Dec. 17, 2012) to represent a certified nationwide class of purchasers,
9. *Ebin v. Kangadis Food Inc.* (S.D.N.Y. Feb. 25, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
10. *Forcellati v. Hyland's, Inc.* (C.D. Cal. Apr. 9, 2014) to represent a certified nationwide class of purchasers of children's homeopathic cold and flu remedies,
11. *Ebin v. Kangadis Family Management LLC, et al.* (S.D.N.Y. Sept. 18, 2014) to represent a certified nationwide class of purchasers of Capatriti 100% Pure Olive Oil,
12. *In re Scotts EZ Seed Litig.* (S.D.N.Y. Jan. 26, 2015) to represent a certified class of purchasers of Scotts Turf Builder EZ Seed,
13. *Dei Rossi v. Whirlpool Corp., et al.* (E.D. Cal. Apr. 28, 2015) to represent a certified class of purchasers of mislabeled KitchenAid refrigerators from Whirlpool Corp., Best Buy, and other retailers,
14. *Hendricks v. StarKist Co.* (N.D. Cal. July 23, 2015) to represent a certified nationwide class of purchasers of StarKist tuna products,
15. *In re NVIDIA GTX 970 Graphics Card Litig.* (N.D. Cal. May 8, 2015) to represent a proposed nationwide class of purchasers of NVIDIA GTX 970 graphics cards,
16. *Melgar v. Zicam LLC, et al.* (E.D. Cal. March 30, 2016) to represent a certified ten-jurisdiction class of purchasers of Zicam Pre-Cold products,
17. *In re Trader Joe's Tuna Litigation* (C.D. Cal. December 21, 2016) to represent purchaser of allegedly underfilled Trader Joe's canned tuna.
18. *In re Welspun Litigation* (S.D.N.Y. January 26, 2017) to represent a proposed nationwide class of purchasers of Welspun Egyptian cotton bedding products,
19. *Retta v. Millennium Products, Inc.* (C.D. Cal. January 31, 2017) to represent a certified nationwide class of Millennium kombucha beverages,
20. *Moeller v. American Media, Inc.*, (E.D. Mich. June 8, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
21. *Hart v. BHH, LLC* (S.D.N.Y. July 7, 2017) to represent a nationwide class of purchasers of Bell & Howell ultrasonic pest repellers,

22. *McMillion v. Rash Curtis & Associates* (N.D. Cal. September 6, 2017) to represent a certified nationwide class of individuals who received calls from Rash Curtis & Associates,
23. *Lucero v. Solarcity Corp.* (N.D. Cal. September 15, 2017) to represent a certified nationwide class of individuals who received telemarketing calls from Solarcity Corp.,
24. *Taylor v. Trusted Media Brands, Inc.* (S.D.N.Y. Oct. 17, 2017) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
25. *Gasser v. Kiss My Face, LLC* (N.D. Cal. Oct. 23, 2017) to represent a proposed nationwide class of purchasers of cosmetic products,
26. *Gastelum v. Frontier California Inc.* (S.F. Superior Court February 21, 2018) to represent a certified California class of Frontier landline telephone customers who were charged late fees,
27. *Williams v. Facebook, Inc.* (N.D. Cal. June 26, 2018) to represent a proposed nationwide class of Facebook users for alleged privacy violations,
28. *Ruppel v. Consumers Union of United States, Inc.* (S.D.N.Y. July 27, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
29. *Bayol v. Health-Ade* (N.D. Cal. August 23, 2018) to represent a proposed nationwide class of Health-Ade kombucha beverage purchasers,
30. *West v. California Service Bureau* (N.D. Cal. September 12, 2018) to represent a certified nationwide class of individuals who received calls from California Service Bureau,
31. *Gregorio v. Premier Nutrition Corporation* (S.D.N.Y. Sept. 14, 2018) to represent a nationwide class of purchasers of protein shake products,
32. *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast* (S.D.N.Y. Oct. 24, 2018) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
33. *Bakov v. Consolidated World Travel Inc. d/b/a Holiday Cruise Line* (N.D. Ill. Mar. 21, 2019) to represent a certified class of individuals who received calls from Holiday Cruise Line,
34. *Martinelli v. Johnson & Johnson* (E.D. Cal. March 29, 2019) to represent a certified class of purchasers of Benecol spreads labeled with the representation “No Trans Fat,”
35. *Edwards v. Hearst Communications, Inc.* (S.D.N.Y. April 24, 2019) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
36. *Galvan v. Smashburger* (C.D. Cal. June 25, 2019) to represent a proposed class of purchasers of Smashburger’s “Triple Double” burger,
37. *Kokoszki v. Playboy Enterprises, Inc.* (E.D. Mich. Feb. 7, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
38. *Russett v. The Northwestern Mutual Life Insurance Co.* (S.D.N.Y. May 28, 2020) to represent a class of insurance policyholders that were allegedly charged unlawful paper billing fees,

39. *In re: Metformin Marketing and Sales Practices Litigation* (D.N.J. June 3, 2020) to represent a proposed nationwide class of purchasers of generic diabetes medications that were contaminated with a cancer-causing carcinogen,
40. *Hill v. Spirit Airlines, Inc.* (S.D. Fla. July 21, 2020) to represent a proposed nationwide class of passengers whose flights were cancelled by Spirit Airlines due to the novel coronavirus, COVID-19, and whose tickets were not refunded,
41. *Kramer v. Alterra Mountain Co.* (D. Colo. July 31, 2020) to represent a proposed nationwide class of purchasers to recoup the unused value of their Ikon ski passes after Alterra suspended operations at its ski resorts due to the novel coronavirus, COVID-19,
42. *Qureshi v. American University* (D.D.C. July 31, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by American University due to the novel coronavirus, COVID-19,
43. *Hufford v. Maxim Inc.* (S.D.N.Y. Aug. 13, 2020) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
44. *Desai v. Carnegie Mellon University* (W.D. Pa. Aug. 26, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Carnegie Mellon University due to the novel coronavirus, COVID-19,
45. *Heigl v. Waste Management of New York, LLC* (E.D.N.Y. Aug. 27, 2020) to represent a class of waste collection customers that were allegedly charged unlawful paper billing fees,
46. *Stellato v. Hofstra University* (E.D.N.Y. Sept. 18, 2020) to represent a proposed nationwide class of students for tuition and fee refunds after their classes were moved online by Hofstra University due to the novel coronavirus, COVID-19,
47. *Kaupelis v. Harbor Freight Tools USA, Inc.* (C.D. Cal. Sept. 23, 2020), to represent consumers who purchased defective chainsaws,
48. *Soo v. Lorex Corporation* (N.D. Cal. Sept. 23, 2020), to represent consumers whose security cameras were intentionally rendered non-functional by manufacturer,
49. *Miranda v. Golden Entertainment (NV), Inc.* (D. Nev. Dec. 17, 2020), to represent consumers and employees whose personal information was exposed in a data breach,
50. *Benbow v. SmileDirectClub, Inc.* (Cir. Ct. Cook Cnty. Feb. 4, 2021), to represent a certified nationwide class of individuals who received text messages from SmileDirectClub, in alleged violation of the Telephone Consumer Protection Act,
51. *Suren v. DSV Solutions, LLC* (Cir. Ct. DuPage Cnty. Apr. 8, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
52. *De Lacour v. Colgate-Palmolive Co.* (S.D.N.Y. Apr. 23, 2021), to represent a certified class of consumers who purchased allegedly “natural” Tom’s of Maine products,

53. *Wright v. Southern New Hampshire University* (D.N.H. Apr. 26, 2021), to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Southern New Hampshire University due to the novel coronavirus, COVID-19,
54. *Sahlin v. Hospital Housekeeping Systems, LLC* (Cir. Ct. Williamson Cnty. May 21, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
55. *Landreth v. Verano Holdings LLC, et al.* (Cir. Ct. Cook Cnty. June 2, 2021), to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act.
56. *Rocchio v. Rutgers, The State University of New Jersey*, (Sup. Ct., Middlesex Cnty. October 27, 201), to represent a certified nationwide class of students for fee refunds after their classes were moved online by Rutgers due to the novel coronavirus, COVID-19,
57. *Malone v. Western Digital Corp.*, (N.D. Cal. Dec. 22, 2021), to represent a class of consumers who purchased hard drives that were allegedly deceptively advertised,
58. *Jenkins v. Charles Industries, LLC*, (Cir. Ct. DuPage Cnty. Dec. 21, 2021) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
59. *Frederick v. Examsoft Worldwide, Inc.*, (Cir. Ct. DuPage Cnty. Jan. 6, 2022) to represent a certified class of exam takers who used virtual exam proctoring software, in alleged violation of the Illinois Biometric Information Privacy Act,
60. *Isaacson v. Liqui-Box Flexibles, LLC, et al.*, (Cir. Ct. Will Cnty. Jan. 18, 2022) to represent a certified class of employees who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
61. *Goldstein et al. v. Henkel Corp.*, (D. Conn. Mar. 3, 2022) to represent a proposed class of purchasers of Right Guard-brand antiperspirants that were allegedly contaminated with benzene,
62. *McCall v. Hercules Corp.*, (N.Y. Sup. Ct., Westchester Cnty. Mar. 14, 2022) to represent a certified class of who laundry card purchasers who were allegedly subjected to deceptive practices by being denied cash refunds,
63. *Lewis v. Trident Manufacturing, Inc.*, (Cir. Ct. Kane Cnty. Mar. 16, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
64. *Croft v. Spinx Games Limited, et al.*, (W.D. Wash. Mar. 31, 2022) to represent a certified class of Washington residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Washington law,
65. *Fischer v. Instant Checkmate LLC*, (N.D. Ill. Mar. 31, 2022) to represent a certified class of Illinois residents whose identities were allegedly used without their consent in alleged violation of the Illinois Right of Publicity Act,
66. *Rivera v. Google LLC*, (Cir. Ct. Cook Cnty. Apr. 25, 2022) to represent a certified class of Illinois residents who appeared in a photograph in Google Photos, in alleged violation of the Illinois Biometric Information Privacy Act,

67. *Loftus v. Outside Integrated Media, LLC*, (E.D. Mich. May 5, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
68. *D'Amario v. The University of Tampa*, (S.D.N.Y. June 3, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by The University of Tampa due to the novel coronavirus, COVID-19,
69. *Fittipaldi v. Monmouth University*, (D.N.J. Sept. 22, 2022) to represent a certified nationwide class of students for tuition and fee refunds after their classes were moved online by Monmouth University due to the novel coronavirus, COVID-19,
70. *Armstead v. VGW Malta Ltd. et al.* (Cir. Ct. Henderson Cnty. Oct. 3, 2022) to present a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
71. *Cruz v. The Connor Group, A Real Estate Investment Firm, LLC*, (N.D. Ill. Oct. 26, 2022) to represent a certified class of workers who used a fingerprint clock-in system, in alleged violation of the Illinois Biometric Information Privacy Act,
72. *Delcid et al. v. TCP HOT Acquisitions LLC et al.* (S.D.N.Y. Oct. 28, 2022) to represent a certified nationwide class of purchasers of Sure and Brut-brand antiperspirants that were allegedly contaminated with benzene,
73. *Kain v. The Economist Newspaper NA, Inc.* (E.D. Mich. Dec. 15, 2022) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
74. *Strano v. Kiplinger Washington Editors, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
75. *Moeller v. The Week Publications, Inc.* (E.D. Mich. Jan. 6, 2023) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
76. *Ambrose v. Boston Globe Media Partners, LLC* (D. Mass. May 25, 2023) to represent a nationwide class of newspaper subscribers who were also Facebook users under the Video Privacy Protection Act,
77. *In re: Apple Data Privacy Litigation*, (N.D. Cal. July 5, 2023) to represent a putative nationwide class of all persons who turned off permissions for data tracking and whose mobile app activity was still tracked on iPhone mobile devices,
78. *Young v. Military Advantage, Inc. d/b/a Military.com* (Cir. Ct. DuPage Cnty. July 26, 2023) to represent a nationwide class of website subscribers who were also Facebook users under the Video Privacy Protection Act,
79. *Whiting v. Yellow Social Interactive Ltd.* (Cir. Ct. Henderson Cnty. Aug. 15, 2023) to represent a certified class of Kentucky residents who lost money playing mobile applications games that allegedly constituted illegal gambling under Kentucky law,
80. *Kotila v. Charter Financial Publishing Network, Inc.* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,

81. *Schreiber v. Mayo Foundation for Medical Education and Research* (W.D. Mich. Feb. 21, 2024) to represent a class of magazine subscribers under the Michigan Preservation of Personal Privacy Act,
82. *Norcross v. Tishman Speyer Properties, et al.* (S.D.N.Y. May 17, 2024) to represent a class of online ticket purchasers under New York Arts & Cultural Affairs Law § 25.07(4).

SCOTT A. BURSOR

Mr. Bursor has an active civil trial practice, having won multi-million verdicts or recoveries in six of six civil jury trials since 2008. Mr. Bursor's most recent victory came in May 2019 in *Perez v. Rash Curtis & Associates*, in which Mr. Bursor served as lead trial counsel and won a \$267 million jury verdict against a debt collector for violations of the Telephone Consumer Protection Act (TCPA).

In *Ayyad v. Sprint Spectrum L.P.* (2013), where Mr. Bursor served as lead trial counsel, the jury returned a verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

In *Thomas v. Global Vision Products, Inc.* (2009), the jury returned a \$50 million verdict in favor of the plaintiff and class represented by Mr. Bursor. The legal trade publication VerdictSearch reported that this was the second largest jury verdict in California in 2009.

Class actions are rarely tried to verdict. Other than Mr. Bursor and his partner Mr. Fisher, we know of no lawyer that has tried more than one class action to a jury. Mr. Bursor's perfect record of six wins in six class action jury trials, with recoveries ranging from \$21 million to \$299 million, is unmatched by any other lawyer. Each of these victories was hard-fought against top trial lawyers from the biggest law firms in the United States.

Mr. Bursor graduated from the University of Texas Law School in 1996. He served as Articles Editor of the Texas Law Review, and was a member of the Board of Advocates and Order of the Coif. Prior to starting his own practice, Mr. Bursor was a litigation associate at a large New York based law firm where he represented telecommunications, pharmaceutical, and technology companies in commercial litigation.

Mr. Bursor is a member of the state bars of New York, Florida, and California, as well as the bars of the United States Court of Appeals for the Second, Third, Fourth, Sixth, Ninth and Eleventh Circuits, and the bars of the United States District Courts for the Southern and Eastern Districts of New York, the Northern, Central, Southern and Eastern Districts of California, the Southern and Middle Districts of Florida, and the Eastern District of Michigan.

Representative Cases

Mr. Bursor was appointed lead or co-lead class counsel to the largest, 2nd largest, and 3rd largest classes ever certified. Mr. Bursor has represented classes including more than 160 million class members, roughly 1 of every 2 Americans. Listed below are recent cases that are representative of Mr. Bursor's practice:

Mr. Bursor negotiated and obtained court-approval for two landmark settlements in *Nguyen v. Verizon Wireless* and *Zill v. Sprint Spectrum* (the largest and 2nd largest classes ever certified). These settlements required Verizon and Sprint to open their wireless networks to third-party devices and applications. These settlements are believed to be the most significant legal development affecting the telecommunications industry since 1968, when the FCC's Carterfone decision similarly opened up AT&T's wireline telephone network.

Mr. Bursor was the lead trial lawyer in *Ayyad v. Sprint Spectrum, L.P.* representing a class of approximately 2 million California consumers who were charged an early termination fee under a Sprint cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. After a five-week combined bench-and-jury trial, the jury returned a verdict in June 2008 and the Court issued a Statement of Decision in December 2008 awarding the plaintiffs \$299 million in cash and debt cancellation. Mr. Bursor served as lead trial counsel for this class again in 2013 during a month-long jury trial in which Sprint asserted a \$1.06 billion counterclaim against the class. Mr. Bursor secured a verdict awarding Sprint only \$18.4 million, the exact amount calculated by the class's damages expert. This award was less than 2% of the damages Sprint sought, less than 6% of the amount of the illegal termination fees Sprint charged to class members. In December 2016, after more than 13 years of litigation, the case was settled for \$304 million, including \$79 million in cash payments plus \$225 million in debt cancellation.

Mr. Bursor was the lead trial lawyer in *White v. Cellco Partnership d/b/a Verizon Wireless* representing a class of approximately 1.4 million California consumers who were charged an early termination fee under a Verizon cellphone contract, asserting claims that such fees were unlawful liquidated damages under the California Civil Code, as well as other statutory and common law claims. In July 2008, after Mr. Bursor presented plaintiffs' case-in-chief, rested, then cross-examined Verizon's principal trial witness, Verizon agreed to settle the case for a \$21 million cash payment and an injunction restricting Verizon's ability to impose early termination fees in future subscriber agreements.

Mr. Bursor was the lead trial lawyer in *Thomas v. Global Visions Products Inc.* Mr. Bursor represented a class of approximately 150,000 California consumers who had purchased the Avacor® hair regrowth system. In January 2008, after a four-week combined bench-and-jury trial. Mr. Bursor obtained a \$37 million verdict for the class, which the Court later increased to \$40 million.

Mr. Bursor was appointed class counsel and was elected chair of the Official Creditors' Committee in *In re Nutraquest Inc.*, a Chapter 11 bankruptcy case before Chief Judge Garrett E. Brown, Jr. (D.N.J.) involving 390 ephedra-related personal injury and/or wrongful death claims, two consumer class actions, four enforcement actions by governmental agencies, and multiple adversary proceedings related to the Chapter 11 case. Working closely with counsel for all parties and with two mediators, Judge Nicholas Politan (Ret.) and Judge Marina Corodemus (Ret.), the committee chaired by Mr. Bursor was able to settle or otherwise resolve every claim and reach a fully consensual Chapter 11 plan of reorganization, which Chief Judge Brown approved in late 2006. This settlement included a \$12.8 million recovery to a nationwide class of consumers who alleged they were defrauded in connection with the purchase of Xenadrine® dietary supplement products.

Mr. Bursor was the lead trial lawyer in *In re: Pacific Bell Late Fee Litigation*. After filing the first class action challenging Pac Bell's late fees in April 2010, winning a contested motion to certify a statewide California class in January 2012, and defeating Pac Bell's motion for summary judgment in February 2013, Mr. Bursor obtained final approval of the \$38 million class settlement. The settlement, which Mr. Bursor negotiated the night before opening statements were scheduled to commence, included a \$20 million cash payment to provide refunds to California customers who paid late fees on their Pac Bell wireline telephone accounts, and an injunction that reduced other late fee charges by \$18.6 million.

L. TIMOTHY FISHER

L. Timothy Fisher has an active practice in consumer class actions and complex business litigation and has also successfully handled a large number of civil appeals.

Mr. Fisher has been actively involved in numerous cases that resulted in multi-million dollar recoveries for consumers and investors. Mr. Fisher has handled cases involving a wide range of issues including nutritional labeling, health care, telecommunications, corporate governance, unfair business practices and consumer fraud. With his partner Scott A. Bursor, Mr. Fisher has tried five class action jury trials, all of which produced successful results. In *Thomas v. Global Vision Products*, Mr. Fisher obtained a jury award of \$50,024,611 — the largest class action award in California in 2009 and the second-largest jury award of any kind. In 2019, Mr. Fisher served as trial counsel with Mr. Bursor in *Perez. v. Rash Curtis & Associates*, where the jury returned a verdict for \$267 million in statutory damages under the Telephone Consumer Protection Act.

Mr. Fisher was admitted to the State Bar of California in 1997. He is also a member of the bars of the United States Court of Appeals for the Ninth Circuit, the United States District Courts for the Northern, Central, Southern and Eastern Districts of California, the Northern District of Illinois, the Eastern District of Michigan, and the Eastern District of Missouri. Mr. Fisher taught appellate advocacy at John F. Kennedy University School of Law in 2003 and 2004. In 2010, he contributed jury instructions, a verdict form and comments to the consumer protection chapter of Justice Elizabeth A. Baron's *California Civil Jury Instruction Companion Handbook* (West 2010). In January 2014, Chief Judge Claudia Wilken of the United States District Court for the Northern District of California appointed Mr. Fisher to a four-year term as a member of the Court's Standing Committee on Professional Conduct.

Mr. Fisher received his Juris Doctor from Boalt Hall at the University of California at Berkeley in 1997. While in law school, he was an active member of the Moot Court Board and participated in moot court competitions throughout the United States. In 1994, Mr. Fisher received an award for Best Oral Argument in the first-year moot court competition.

In 1992, Mr. Fisher graduated with highest honors from the University of California at Berkeley and received a degree in political science. Prior to graduation, he authored an honors thesis for Professor Bruce Cain entitled "The Role of Minorities on the Los Angeles City Council." He is also a member of Phi Beta Kappa.

Representative Cases

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court). Mr. Fisher litigated claims against Global Vision Products, Inc. and other individuals in connection with the sale and marketing of a purported hair loss remedy known as Avacor. The case lasted more than seven years and involved two trials. The first trial resulted in a verdict for plaintiff and the class in the amount of \$40,000,000. The second trial resulted in a jury verdict of \$50,024,611, which led to a \$30 million settlement for the class.

In re Cellphone Termination Fee Cases - Handset Locking Actions (Alameda County Superior Court). Mr. Fisher actively worked on five coordinated cases challenging the secret locking of cell phone handsets by major wireless carriers to prevent consumers from activating them on competitive carriers' systems. Settlements have been approved in all five cases on terms that require the cell phone carriers to disclose their handset locks to consumers and to provide unlocking codes nationwide on reasonable terms and conditions. The settlements fundamentally changed the landscape for cell phone consumers regarding the locking and unlocking of cell phone handsets.

In re Cellphone Termination Fee Cases - Early Termination Fee Cases (Alameda County Superior Court and Federal Communications Commission). In separate cases that are a part of the same coordinated litigation as the Handset Locking Actions, Mr. Fisher actively worked on claims challenging the validity under California law of early termination fees imposed by national cell phone carriers. In one of those cases, against Verizon Wireless, a nationwide settlement was reached after three weeks of trial in the amount of \$21 million. In a second case, which was tried to verdict, the Court held after trial that the \$73 million of flat early termination fees that Sprint had collected from California consumers over an eight-year period were void and unenforceable.

Selected Published Decisions

Melgar v. Zicam LLC, 2016 WL 1267870 (E.D. Cal. Mar. 30, 2016) (certifying 10-jurisdiction class of purchasers of cold remedies, denying motion for summary judgment, and denying motions to exclude plaintiff's expert witnesses).

Salazar v. Honest Tea, Inc., 2015 WL 7017050 (E.D. Cal. Nov. 12, 2015) (denying motion for summary judgment).

Dei Rossi v. Whirlpool Corp., 2015 WL 1932484 (E.D. Cal. Apr. 27, 2015) (certifying California class of purchasers of refrigerators that were mislabeled as Energy Star qualified).

Bayol v. Zipcar, Inc., 78 F.Supp.3d 1252 (N.D. Cal. 2015) (denying motion to dismiss claims alleging unlawful late fees under California Civil Code § 1671).

Forcellati v. Hyland's, Inc., 2015 WL 9685557 (C.D. Cal. Jan. 12, 2015) (denying motion for summary judgment in case alleging false advertising of homeopathic cold and flu remedies for children).

Bayol v. Zipcar, Inc., 2014 WL 4793935 (N.D. Cal. Sept. 25, 2014) (denying motion to transfer venue pursuant to a forum selection clause).

Forcellati v. Hyland's Inc., 2014 WL 1410264 (C.D. Cal. Apr. 9, 2014) (certifying nationwide class of purchasers of homeopathic cold and flu remedies for children).

Hendricks v. StarKist Co., 30 F.Supp.3d 917 (N.D. Cal. 2014) (denying motion to dismiss in case alleging underfilling of 5-ounce cans of tuna).

Dei Rossi v. Whirlpool Corp., 2013 WL 5781673 (E.D. Cal. October 25, 2013) (denying motion to dismiss in case alleging that certain KitchenAid refrigerators were misrepresented as Energy Star qualified).

Forcellati v. Hyland's Inc., 876 F.Supp.2d 1155 (C.D. Cal. 2012) (denying motion to dismiss complaint alleging false advertising regarding homeopathic cold and flu remedies for children).

Clerkin v. MyLife.com, 2011 WL 3809912 (N.D. Cal. August 29, 2011) (denying defendants' motion to dismiss in case alleging false and misleading advertising by a social networking company).

In re Cellphone Termination Fee Cases, 186 Cal.App.4th 1380 (2010) (affirming order approving \$21 million class action settlement).

Gatton v. T-Mobile USA, Inc., 152 Cal.App.4th 571 (2007) (affirming order denying motion to compel arbitration).

Selected Class Settlements

Melgar v. Zicam (Eastern District of California) - \$16 million class settlement of claims alleging cold medicine was ineffective.

Gastelum v. Frontier California Inc. (San Francisco Superior Court) - \$10.9 million class action settlement of claims alleging that a residential landline service provider charged unlawful late fees.

West v. California Service Bureau, Inc. (Northern District of California) - \$4.1 million class settlement of claims under the Telephone Consumer Protection Act.

Gregorio v. Premier Nutrition Corp. (Southern District of New York) - \$9 million class settlement of false advertising claims against protein shake manufacturer.

Morris v. SolarCity Corp. (Northern District of California) - \$15 million class settlement of claims under the Telephone Consumer Protection Act.

Retta v. Millennium Products, Inc. (Central District of California) - \$8.25 million settlement to resolve claims of bottled tea purchasers for alleged false advertising.

Forcellati v. Hyland's (Central District of California) – nationwide class action settlement providing full refunds to purchasers of homeopathic cold and flu remedies for children.

Dei Rossi v. Whirlpool (Eastern District of California) – class action settlement providing \$55 cash payments to purchasers of certain KitchenAid refrigerators that allegedly mislabeled as Energy Star qualified.

In Re NVIDIA GTX 970 Graphics Chip Litigation (Northern District of California) - \$4.5 million class action settlement of claims alleging that a computer graphics card was sold with false and

misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co. (Northern District of California) – \$12 million class action settlement of claims alleging that 5-ounce cans of tuna were underfilled.

In re Zakskorn v. American Honda Motor Co. Honda (Eastern District of California) – nationwide settlement providing for brake pad replacement and reimbursement of out-of-pocket expenses in case alleging defective brake pads on Honda Civic vehicles manufactured between 2006 and 2011.

Correa v. Sensa Products, LLC (Los Angeles Superior Court) - \$9 million settlement on behalf of purchasers of the Sensa weight loss product.

In re Pacific Bell Late Fee Litigation (Contra Costa County Superior Court) - \$38.6 million settlement on behalf of Pac Bell customers who paid an allegedly unlawful late payment charge.

In re Haier Freezer Consumer Litigation (Northern District of California) - \$4 million settlement, which provided for cash payments of between \$50 and \$325.80 to class members who purchased the Haier HNCM070E chest freezer.

Thomas v. Global Vision Products, Inc. (Alameda County Superior Court) - \$30 million settlement on behalf of a class of purchasers of a hair loss remedy.

Guyette v. Viacom, Inc. (Alameda County Superior Court) - \$13 million settlement for a class of cable television subscribers who alleged that the defendant had improperly failed to share certain tax refunds with its subscribers.

JOSEPH I. MARCHESE

Joseph I. Marchese is a Partner with Bursor & Fisher, P.A. Joe focuses his practice on consumer class actions, employment law disputes, and commercial litigation. He has represented corporate and individual clients in a wide array of civil litigation, and has substantial trial and appellate experience.

Joe has diverse experience in litigating and resolving consumer class actions involving claims of mislabeling, false or misleading advertising, privacy violations, unlawful and junk fees, data breach claims, and violations of the Telephone Consumer Protection Act and Servicemembers Civil Relief Act.

Joe also has significant experience in multidistrict litigation proceedings. Recently, he served on the Plaintiffs' Executive Committee in *In Re: Blue Buffalo Company, Ltd. Marketing And Sales Practices Litigation*, MDL No. 2562, which resulted in a \$32 million consumer class settlement. Currently, he serves on the Plaintiffs' Steering Committee for Economic Reimbursement in *In Re: Valsartan Products Liability Litigation*, MDL. No. 2875.

Joe is admitted to the State Bar of New York and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York,

and the Eastern District of Michigan, as well as the United States Courts of Appeals for the First, Second and Sixth Circuits.

Joe graduated from Boston University School of Law in 2002 where he was a member of The Public Interest Law Journal. In 1998, Joe graduated with honors from Bucknell University.

Selected Published Decisions:

Farwell v. Google, LLC, 595 F. Supp. 3d 702 (C.D. Ill. Mar. 31, 2022), denying defendant's motion to dismiss BIPA claims brought on behalf of Illinois students using Google's Workspace for Education platform.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. Sept. 7, 2017), granting plaintiff's motion for partial summary judgment on state privacy law violations in putative class action.

Boelter v. Hearst Communications, Inc., 192 F. Supp. 3d 427 (S.D.N.Y. June 17, 2016), denying publisher's motion to dismiss its subscriber's allegations of state privacy law violations in putative class action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

In re Michaels Stores Pin Pad Litigation, 830 F. Supp. 2d 518 (N.D. Ill. 2011), denying retailer's motion to dismiss its customers' state law consumer protection and privacy claims in data breach putative class action.

Selected Class Settlements:

Schreiber v. Mayo Foundation, Case No. 22-cv-0188-HYJ-RSK (W.D. Mich. 2024) – final approval granted for \$52.5 million class settlement to resolve claims of periodical subscribers for alleged statutory privacy violations.

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for \$2.2 million class settlement to resolve claims alleging unlawfully charged overdraft fees on accounts with sufficient funds.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$11.5 million class settlement to resolve claims for alleged TCPA violations.

Marquez v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing on the Google Photos platform.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

In re Scotts EZ Seed Litigation, Case No. 12-cv-4727-VB (S.D.N.Y. 2018) – final approval granted for \$47 million class settlement to resolve false advertising claims of purchasers of combination grass seed product.

In Re: Blue Buffalo Marketing And Sales Practices Litigation, Case No. 14-MD-2562-RWS (E.D. Mo. 2016) – final approval granted for \$32 million class settlement to resolve claims of pet owners for alleged false advertising of pet foods.

Rodriguez v. Citimortgage, Inc., Case No. 11-cv-4718-PGG (S.D.N.Y. 2015) – final approval granted for \$38 million class settlement to resolve claims of military servicemembers for alleged foreclosure violations of the Servicemembers Civil Relief Act, where each class member was entitled to \$116,785 plus lost equity in the foreclosed property and interest thereon.

O'Brien v. LG Electronics USA, Inc., et al., Case No. 10-cv-3733-DMC (D.N.J. 2011) – final approval granted for \$23 million class settlement to resolve claims of Energy Star refrigerator purchasers for alleged false advertising of the appliances' Energy Star qualification.

SARAH N. WESTCOT

Sarah N. Westcot is the Managing Partner of Bursor & Fisher's Miami office. She focuses her practice on consumer class actions, complex business litigation, and mass torts.

She has represented clients in a wide array of civil litigation, and has substantial trial and appellate experience. Sarah served as trial counsel in *Ayyad v. Sprint Spectrum L.P.*, where Bursor & Fisher won a jury verdict defeating Sprint's \$1.06 billion counterclaim and securing the class's recovery of more than \$275 million in cash and debt relief.

Sarah also has significant experience in high-profile, multi-district litigations. She currently serves on the Plaintiffs' Steering Committee in *In re Zantac (Ranitidine) Products Liability Litigation*, MDL No. 2924 (S.D. Florida). She also serves on the Plaintiffs' Executive Committee in *In re Apple Inc. App Store Simulated Casino-Style Games Litigation*, MDL No. 2985 (N.D. Cal.) and *In Re: Google Play Store Simulated Casino-Style Games Litigation*, MDL No. 3001 (N.D. Cal.).

Sarah is admitted to the State Bars of California and Florida, and is a member of the bars of the United States District Courts for the Northern, Central, Southern, and Eastern Districts of California, the United States District Courts for the Southern and Middle Districts of Florida, and the bars of the United States Courts of Appeals for the Second, Eighth, and Ninth Circuits.

Sarah received her Juris Doctor from the University of Notre Dame Law School in 2009. During law school, she was a law clerk with the Cook County State's Attorney's Office in Chicago and the Santa Clara County District Attorney's Office in San Jose, CA, gaining early trial experience in both roles. She graduated with honors from the University of Florida in 2005.

Sarah is a member of The National Trial Lawyers Top 100 Civil Plaintiff Lawyers, and was selected to The National Trial Lawyers Top 40 Under 40 Civil Plaintiff Lawyers for 2022.

NEAL J. DECKANT

Neal J. Deckant is a Partner with Bursor & Fisher, P.A., where he serves as the firm's Head of Information & e-Discovery. Neal focuses his practice on complex business litigation and consumer class actions. Prior to joining Bursor & Fisher, Neal counseled low-income homeowners facing foreclosure in East Boston.

Neal is admitted to the State Bars of California and New York, and is a member of the bars of the United States District Court for the Northern District of California, the United States District Court for the Eastern District of California, the United States District Court for the Central District of California, the United States District Court for the Southern District of California, the United States District Court for the Southern District of New York, the United States District Court for the Eastern District of New York, and the bars of the United States Courts of Appeals for the Second and Ninth Circuits.

Neal received his Juris Doctor from Boston University School of Law in 2011, graduating cum laude with two Dean's Awards. During law school, Neal served as a Senior Articles Editor for the Review of Banking and Financial Law, where he authored two published articles about securitization reforms, both of which were cited by the New York Court of Appeals, the highest court in the state. Neal was also awarded Best Oral Argument in his moot court section, and he served as a Research Assistant for his Securities Regulation professor. Neal has also been honored as a 2014, 2015, 2016, and 2017 Super Lawyers Rising Star. In 2007, Neal graduated with Honors from Brown University with a dual major in East Asian Studies and Philosophy.

Selected Published Decisions:

Martinelli v. Johnson & Johnson, 2019 WL 1429653 (N.D. Cal. Mar. 29, 2019), granting class certification of false advertising and other claims brought by purchasers of Benecol spreads labeled with the representation "No Trans Fats."

Dzielak v. Whirlpool Corp., 2017 WL 6513347 (D.N.J. Dec. 20, 2017), granting class certification of consumer protection claims brought by purchasers of Maytag Centennial washing machines marked with the "Energy Star" logo.

Duran v. Obesity Research Institute, LLC, 204 Cal. Rptr. 3d 896 (Cal. Ct. App. 2016), reversing and remanding final approval of a class action settlement on appeal, regarding allegedly mislabeled dietary supplements, in connection with a meritorious objection.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting individual and law firm defendants' motion for judgment as a matter of law on plaintiff's claims for retaliation and defamation, as well as for all claims against law firm partners, Nadeem and Lubna Faruqi.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

In Re NVIDIA GTX 970 Graphics Chip Litigation, Case No. 15-cv-00760-PJH (N.D. Cal. Dec. 7, 2016) – final approval granted for \$4.5 million class action settlement to resolve claims that a computer graphics card was allegedly sold with false and misleading representations concerning its specifications and performance.

Hendricks v. StarKist Co., 2016 WL 5462423 (N.D. Cal. Sept. 29, 2016) – final approval granted for \$12 million class action settlement to resolve claims that 5-ounce cans of tuna were allegedly underfilled.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014) – class action claims resolved for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy, following claims that its olive oil was allegedly sold with false and misleading representations.

Selected Publications:

Neal Deckant, *X. Reforms of Collateralized Debt Obligations: Enforcement, Accounting and Regulatory Proposals*, 29 Rev. Banking & Fin. L. 79 (2009) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)).

Neal Deckant, *Criticisms of Collateralized Debt Obligations in the Wake of the Goldman Sachs Scandal*, 30 Rev. Banking & Fin. L. 407 (2010) (cited in *Quadrant Structured Products Co., Ltd. v. Vertin*, 16 N.E.3d 1165, 1169 n.8 (N.Y. 2014)); *Lyon Village Venetia, LLC v. CSE Mortgage LLC*, 2016 WL 476694, at *1 n.1 (Md. Ct. Spec. App. Feb. 4, 2016); Ivan Ascher, *Portfolio Society: On the Capitalist Mode of Prediction*, at 141, 153, 175 (Zone Books / The MIT Press 2016); Devon J. Steinmeyer, *Does State National Bank of Big Spring v. Geithner Stand a Fighting Chance?*, 89 Chi.-Kent. L. Rev. 471, 473 n.13 (2014)).

YITZCHAK KOPEL

Yitzchak Kopel is a Partner with Bursor & Fisher, P.A. Yitz focuses his practice on consumer class actions and complex business litigation. He has represented corporate and individual clients before federal and state courts, as well as in arbitration proceedings.

Yitz has substantial experience in successfully litigating and resolving consumer class actions involving claims of consumer fraud, data breaches, and violations of the telephone consumer protection act. Since 2014, Yitz has obtained class certification on behalf of his clients five times, three of which were certified as nationwide class actions. Bursor & Fisher was appointed as class counsel to represent the certified classes in each of the cases.

Yitz is admitted to the State Bars of New York and New Jersey, the bar of the United States Court of Appeals for the Second, Eleventh, and Ninth Circuits, and the bars of the United States District Courts for the Southern District of New York, Eastern District of New York, Eastern District of Missouri, Eastern District of Wisconsin, Northern District of Illinois, and District of New Jersey.

Yitz received his Juris Doctorate from Brooklyn Law School in 2012, graduating *cum laude* with two Dean's Awards. During law school, Yitz served as an Articles Editor for the Brooklyn Law Review and worked as a Law Clerk at Shearman & Sterling. In 2009, Yitz graduated *cum laude* from Queens College with a B.A. in Accounting.

Selected Published Decisions:

Bassaw v. United Industries Corp., 482 F.Supp.3d 80, 2020 WL 5117916 (S.D.N.Y. Aug. 31, 2020), denying motion to dismiss claims in putative class action concerning insect foggers.

Poppiti v. United Industries Corp., 2020 WL 1433642 (E.D. Mo. Mar. 24, 2020), denying motion to dismiss claims in putative class action concerning citronella candles.

Bakov v. Consolidated World Travel, Inc., 2019 WL 6699188 (N.D. Ill. Dec. 9, 2019), granting summary judgment on behalf of certified class in robocall class action.

Krumm v. Kittrich Corp., 2019 WL 6876059 (E.D. Mo. Dec. 17, 2019), denying motion to dismiss claims in putative class action concerning mosquito repellent.

Crespo v. S.C. Johnson & Son, Inc., 394 F. Supp. 3d 260 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding Raid insect fogger.

Bakov v. Consolidated World Travel, Inc., 2019 WL 1294659 (N.D. Ill. Mar. 21, 2019), certifying a class of persons who received robocalls in the state of Illinois.

Bourbia v. S.C. Johnson & Son, Inc., 375 F. Supp. 3d 454 (S.D.N.Y. 2019), denying defendant's motion to dismiss fraud and consumer protection claims in putative class action regarding mosquito repellent.

Hart v. BHH, LLC, 323 F. Supp. 3d 560 (S.D.N.Y. 2018), denying defendants' motion for summary judgment in certified class action involving the sale of ultrasonic pest repellents.

Hart v. BHH, LLC, 2018 WL 3471813 (S.D.N.Y. July 19, 2018), denying defendants' motion to exclude plaintiffs' expert in certified class action involving the sale of ultrasonic pest repellents.

Penrose v. Buffalo Trace Distillery, Inc., 2018 WL 2334983 (E.D. Mo. Feb. 5, 2018), denying bourbon producers' motion to dismiss fraud and consumer protection claims in putative class action.

West v. California Service Bureau, Inc., 323 F.R.D. 295 (N.D. Cal. 2017), certifying a nationwide class of "wrong-number" robocall recipients.

Hart v. BHH, LLC, 2017 WL 2912519 (S.D.N.Y. July 7, 2017), certifying nationwide class of purchasers of ultrasonic pest repellents.

Browning v. Unilever United States, Inc., 2017 WL 7660643 (C.D. Cal. Apr. 26, 2017), denying motion to dismiss fraud and warranty claims in putative class action concerning facial scrub product.

Brenner v. Procter & Gamble Co., 2016 WL 8192946 (C.D. Cal. Oct. 20, 2016), denying motion to dismiss warranty and consumer protection claims in putative class action concerning baby wipes.

Hewlett v. Consolidated World Travel, Inc., 2016 WL 4466536 (E.D. Cal. Aug. 23, 2016), denying telemarketer's motion to dismiss TCPA claims in putative class action.

Bailey v. KIND, LLC, 2016 WL 3456981 (C.D. Cal. June 16, 2016), denying motion to dismiss fraud and warranty claims in putative class action concerning snack bars.

Hart v. BHH, LLC, 2016 WL 2642228 (S.D.N.Y. May 5, 2016) denying motion to dismiss warranty and consumer protection claims in putative class action concerning ultrasonic pest repellents.

Marchuk v. Faruqi & Faruqi, LLP, et al., 100 F. Supp. 3d 302 (S.D.N.Y. 2015), granting clients' motion for judgment as a matter of law on claims for retaliation and defamation in employment action.

In re Scotts EZ Seed Litigation, 304 F.R.D. 397 (S.D.N.Y. 2015), granting class certification of false advertising and other claims brought by New York and California purchasers of grass seed product.

Brady v. Basic Research, L.L.C., 101 F. Supp. 3d 217 (E.D.N.Y. 2015), denying diet pill manufacturers' motion to dismiss its purchasers' allegations for breach of express warranty in putative class action.

Ward v. TheLadders.com, Inc., 3 F. Supp. 3d 151 (S.D.N.Y. 2014), denying online job board's motion to dismiss its subscribers' allegations of consumer protection law violations in putative class action.

Ebin v. Kangadis Food Inc., 297 F.R.D. 561 (S.D.N.Y. 2014), granting nationwide class certification of false advertising and other claims brought by purchasers of purported "100% Pure Olive Oil" product.

Ebin v. Kangadis Food Inc., 2014 WL 737878 (S.D.N.Y. Feb. 25, 2014), denying distributor's motion for summary judgment against nationwide class of purchasers of purported "100% Pure Olive Oil" product.

Selected Class Settlements:

Hart v. BHH, LLC, Case No. 1:15-cv-04804 (S.D.N.Y. Sept. 22, 2020), resolving class action claims regarding ultrasonic pest repellers.

In re: Kangadis Food Inc., Case No. 8-14-72649 (Bankr. E.D.N.Y. Dec. 17, 2014), resolving class action claims for \$2 million as part of a Chapter 11 plan of reorganization, after a corporate defendant filed for bankruptcy following the certification of nationwide claims alleging that its olive oil was sold with false and misleading representations.

West v. California Service Bureau, Case No. 4:16-cv-03124-YGR (N.D. Cal. Jan. 23, 2019), resolving class action claims against debt-collector for wrong-number robocalls for \$4.1 million.

PHILIP L. FRAIETTA

Philip L. Fraietta is a Partner with Bursor & Fisher, P.A. Phil focuses his practice on data privacy, complex business litigation, consumer class actions, and employment law disputes. Phil has been named a "Rising Star" in the New York Metro Area by Super Lawyers[®] every year since 2019.

Phil has significant experience in litigating consumer class actions, particularly those involving privacy claims under statutes such as the Michigan Preservation of Personal Privacy Act, the Illinois Biometric Information Privacy Act, and Right of Publicity statutes. Since 2016, Phil has recovered over \$100 million for class members in privacy class action settlements. In addition to privacy claims, Phil has significant experience in litigating and settling class action claims involving false or misleading advertising.

Phil is admitted to the State Bars of New York, New Jersey, Illinois, Michigan, and California, the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Western District of New York, the Northern District of New York, the District of New Jersey, the Eastern District of Michigan, the Western District of Michigan, the Northern District of Illinois, the Central District of Illinois, and the United States Court of Appeals for the Second, Third, and Ninth Circuits. Phil was a Summer Associate with Bursor & Fisher prior to joining the firm.

Phil received his Juris Doctor from Fordham University School of Law in 2014, graduating cum laude. During law school, Phil served as an Articles & Notes Editor for the Fordham Law Review, and published two articles. In 2011, Phil graduated cum laude from Fordham University with a B.A. in Economics.

Selected Published Decisions:

Garner v. Me-TV National Limited Partnership, 132 F.4th 1022 (7th Cir. Mar. 28, 2025), reversing grant of motion to dismiss under federal Video Privacy Protection Act and specifying standard for being a “consumer” under the Act.

Jancik v. WebMD LLC, 2025 WL 560705 (N.D. Ga. Feb 20, 2025), certifying the first ever contested class under the federal Video Privacy Protection Act.

Fischer v. Instant Checkmate LLC, 2022 WL 971479 (N.D. Ill. Mar. 31, 2022), certifying class of Illinois residents for alleged violations of Illinois’ Right of Publicity Act by background reporting website.

Kolebuck-Utz v. Whitepages, Inc., 2021 WL 157219 (W.D. Wash. Apr. 22, 2021), denying defendant’s motion to dismiss for alleged violations of Ohio’s Right to Publicity Law.

Porter v. NBTY, Inc., 2019 WL 5694312 (N.D. Ill. Nov. 4, 2019), denying supplement manufacturer’s motion for summary judgment on consumers’ allegations of false advertising relating to whey protein content.

Boelter v. Hearst Communications, Inc., 269 F. Supp. 3d 172 (S.D.N.Y. 2017), granting plaintiff’s motion for partial summary judgment on state privacy law violations in putative class action.

Selected Class Settlements:

Ramos v. ZoomInfo Technologies, LLC, Case No. 21-cv-02032-CPK (N.D. Ill. 2024) – final approval granted for \$29.5 million class settlement to resolve claims for alleged statutory right of publicity violations.

Awad v. AMC Entertainment Holdings, Inc., Index No. 607322/2024 (Sup. Ct. Nassau Cnty. 2024) – final approval granted for \$12.3 million class settlement to resolve claims for alleged New York ticket fee claims.

Schreiber v. Mayo Foundation for Medical Education and Research, Case No. 22-cv-00188-HYJ (W.D. Mich. 2024) – final approval granted for \$52.5 million class settlement to resolve claims of newsletter subscribers for alleged statutory privacy violations.

Fischer v. Instant Checkmate LLC, Case No. 19-cv-04892-MSS (N.D. Ill. 2024) – final approval granted for \$10.1 million class settlement to resolve claims for alleged statutory right of publicity violations.

Young v. Military Advantage, Inc., Case No. 2023LA000535 (Cir. Ct. DuPage Cnty. 2023) – final approval granted for \$7.35 million class settlement to resolve claims of newsletter subscribers for alleged federal Video Privacy Protection Act claims.

Rivera v. Google LLC, Case No. 2021-CH-1460 (Cir. Ct. Cook Cnty. 2022) – final approval granted for \$100 million class settlement to resolve alleged BIPA violations of Illinois residents appearing in photos on the Google Photos platform.

Edwards v. Hearst Communications, Inc., Case No. 15-cv-09279-AT (S.D.N.Y. 2019) – final approval granted for \$50 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Ruppel v. Consumers Union of United States, Inc., Case No. 16-cv-02444-KMK (S.D.N.Y. 2018) – final approval granted for \$16.375 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast, Case No. 15-cv-05671-NRB (S.D.N.Y. 2019) – final approval granted for \$13.75 million class settlement to resolve claims of magazine subscribers for alleged statutory privacy violations.

Benbow v. SmileDirectClub, LLC, Case No. 2020-CH-07269 (Cir. Ct. Cook Cnty. 2021) – final approval granted for \$11.5 million class settlement to resolve claims for alleged TCPA violations.

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for \$9 million class settlement to resolve claims of protein shake purchasers for alleged false advertising.

ALEC M. LESLIE

Alec Leslie is a Partner with Bursor & Fisher, P.A. He focuses his practice on consumer class actions, employment law disputes, and complex business litigation.

Alec is admitted to the State Bar of New York and is a member of the bar of the United States District Courts for the Southern and Eastern Districts of New York. Alec was a Summer Associate with Bursor & Fisher prior to joining the firm.

Alec received his Juris Doctor from Brooklyn Law School in 2016, graduating *cum laude*. During law school, Alec served as an Articles Editor for Brooklyn Law Review. In addition, Alec served as an intern to the Honorable James C. Francis for the Southern District of New York and the Honorable Vincent Del Giudice, Supreme Court, Kings County. Alec graduated from the University of Colorado with a B.A. in Philosophy in 2012.

Selected Class Settlements:

Gregorio v. Premier Nutrition Corp., Case No. 17-cv-05987-AT (S.D.N.Y. 2019) – final approval granted for class settlement to resolve claims of protein shake purchasers for alleged

false advertising.

Wright v. Southern New Hampshire Univ., Case No. 1:20-cv-00609-LM (D.N.H. 2021) – final approval granted for class settlement to resolve claims over COVID-19 tuition and fee refunds to students.

Mendoza et al. v. United Industries Corp., Case No. 21PH-CV00670 (Phelps Cnty. Mo. 2021) – final approval granted for class settlement to resolve false advertising claims on insect repellent products.

Kaupelis v. Harbor Freight Tools USA, Inc., Case No. 8:19-cv-01203-JVS-DFM (C.D. Cal. 2021) – final approval granted for class settlement involving allegedly defective and dangerous chainsaws.

Rocchio v. Rutgers Univ., Case No. MID-L-003039-20 (Middlesex Cnty. N.J. 2021) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Malone v. Western Digital Corporation, Case No. 5:20-cv-03584-NC (N.D. Cal.) – final approval granted for class settlement to resolve false advertising claims on hard drive products.

Frederick et al. v. ExamSoft Worldwide, Inc., Case No. 2021L001116 (DuPage Cnty. Ill. 2021) – final approval granted for class settlement to resolve claims over alleged BIPA violations with respect to exam proctoring software.

D'Amario et al. v. Univ. of Tampa, Case No. 7:20-cv-07344 (S.D.N.Y. 2022) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

Olin et al. v. Meta Platforms, Inc., Case No. 3:18-cv-01881-RS (N.D. Cal. 2022) – final approval granted for class settlement involving invasion of privacy claims.

Croft v. SpinX Games et al., Case No. 2:20-cv-01310-RSM (W.D. Wash. 2022) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Barbieri v. Tailored Brands, Inc., Index No. 616696/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Metzner et al. v. Quinnipiac Univ., Case No. 3:20-cv-00784 (D. Conn.) – final approval granted for class settlement to resolve claims over COVID-19 fee refunds to students.

In re GE/Canon Data Breach, Case No. 1:20-cv-02903 (S.D.N.Y.) – final approval granted for class settlement to resolve data breach claims.

Davis v. Urban Outfitters, Inc., Index No. 612162/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Armstead v. VGW Malta LTD et al., Civil Action No. 22-CI-00553 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Casler et al. v. Mclane Company, Inc. et al., Index No. 616432/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

Graziano et al. v. Lego Systems, Inc., Index No. 611615/2022 (Nassau Cnty. N.Y.) – final approval granted for class settlement involving untimely wage payments to employees.

Lipsky et al. v. American Behavioral Research Institute, LLC, Case No. 50-2023-CA-011526-XXXX-MB (Palm Beach Cnty. Fl.) – final approval granted to resolve allegedly deceptive automatic renewal and product efficacy claims.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky.) – final approval granted for class settlement involving allegedly deceptive and/or illegal gambling practices.

DANIEL GUERRA

Daniel Guerra is a Senior Associate with Bursor & Fisher, P.A. Dan focuses his practice on complex civil litigation and consumer class actions.

Prior to working at Bursor & Fisher, Dan practiced at a national law firm in San Francisco. He helped represent various companies during internal investigations and in complex civil litigation, including product liability litigation and commercial disputes. He also advised clients on a range of matters including regulatory compliance, litigation risk assessment, and product counseling.

Dan is admitted to the State Bar of California, all California Federal District Courts, and the United States District Court for the Western District of Texas.

Dan received his Juris Doctor from the University of California Law, San Francisco (formerly U.C. Hastings College of the Law) in 2009.

STEPHEN BECK

Stephen is an Associate with Bursor & Fisher, P.A. Stephen focuses his practice on complex civil litigation and class actions.

Stephen is admitted to the State Bar of Florida and is a member of the bars of the United States District Courts for the Southern and Middle Districts of Florida, the Eastern District of Missouri, and the Northern District of Illinois.

Stephen received his Juris Doctor from the University of Miami School of Law in 2018. During law school, Stephen received an Honors distinction in the Litigation Skills Program and was awarded the Honorable Theodore Klein Memorial Scholarship for excellence in written and oral advocacy. Stephen also received the CALI Award in Legislation for earning the highest grade on the final examination. Stephen graduated from the University of North Florida with a B.A. in Philosophy in 2015.

STEFAN BOGDANOVICH

Stefan Bogdanovich is an Associate with Bursor & Fisher, P.A. Stefan litigates complex civil and class actions typically involving privacy, intellectual property, entertainment, and false advertising law.

Prior to working at Bursor & Fisher, Stefan practiced at two national law firms in Los Angeles. He helped represent various companies in false advertising and IP infringement cases, media companies in defamation cases, and motion picture producers in royalty disputes. He also advised corporations and public figures on complying with various privacy and advertising laws and regulations.

Stefan is admitted to the State Bar of California and all of the California Federal District Courts. He is also a Certified Information Privacy Professional.

Stefan received his Juris Doctor from the University of Southern California Gould School of Law in 2018, where he was a member of the Hale Moot Court Honors Program and the Trial Team. He received the highest grade in his class in three subjects, including First Amendment Law.

MAX S. ROBERTS

Max Roberts is an Associate in Bursor & Fisher's New York office. Max focuses his practice on class actions concerning data privacy and consumer protection. Max was a Summer Associate with Bursor & Fisher prior to joining the firm and is now Co-Chair of the firm's Appellate Practice Group.

Since 2023, Max has been named "Rising Star" in the New York Metro Area by Super Lawyers®.

Max received his Juris Doctor from Fordham University School of Law in 2019, graduating *cum laude*. During law school, Max was a member of Fordham's Moot Court Board, the Brennan Moore Trial Advocates, and the Fordham Urban Law Journal, for which he published a note entitled [*Weaning Drug Manufacturers Off Their Painkiller: Creating an Exception to the Learned Intermediary Doctrine in Light of the Opioid Crisis*](#). In addition, Max served as an intern to the Honorable Vincent L. Briccetti of the Southern District of New York and the Fordham Criminal

Defense Clinic. Max graduated from Johns Hopkins University in 2015 with a B.A. in Political Science.

Outside of the law, Max is an avid triathlete.

Selected Published Decisions:

Huertas v. Bayer US LLC, 120 F.4th 1169 (3d Cir. 2024), reversing district court and holding plaintiffs had alleged an injury-in-fact sufficient for Article III standing. Max personally argued the appeal before the Third Circuit, which can be listened to [here](#).

Jackson v. Amazon.com, Inc., 65 F.4th 1093 (9th Cir. 2023), affirming district court's denial of motion to compel arbitration. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

Javier v. Assurance IQ, LLC, 2022 WL 1744107 (9th Cir. May 31, 2022), reversing district court and holding that Section 631 of the California Invasion of Privacy Act requires prior consent to wiretapping. Max personally argued the appeal before the Ninth Circuit, which can be viewed [here](#).

Mora v. J&M Plating, Inc., 213 N.E.3d 942 (Ill. App. Ct. 2d Dist. 2022), reversing circuit court and holding that Section 15(a) of Illinois' Biometric Information Privacy Act requires an entity to establish a retention and deletion schedule for biometric data at the first moment of possession. Max personally argued the appeal before the Second District, which can be listened to [here](#).

Newman v. Bayer Corp., --- F.R.D. ---, 2025 WL 856225 (S.D.N.Y. Mar. 19, 2025), certifying class of New York purchases of "One A Day" gummy multivitamins.

Shah v. Fandom, Inc., 754 F. Supp. 3d 924 (N.D. Cal. 2024), denying motion to dismiss alleged violations of California pen register statute.

Yockey v. Salesforce, Inc., 745 F. Supp. 3d 945 (N.D. Cal. 2024), denying motion dismiss alleged violations of California and Pennsylvania wiretapping statutes.

Gladstone v. Amazon Web Services, Inc., 739 F. Supp. 3d 846 (W.D. Wash. 2024), denying motion to dismiss alleged violations of California wiretapping statute.

Rancourt v. Meredith Corp., 2024 WL 381344 (D. Mass. Jan. 11, 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act, and finding personal jurisdiction over operator of mobile application.

Saunders v. Hearst Television, Inc., 711 F. Supp. 3d 24 (D. Mass. 2024), denying motion to dismiss alleged violations of federal Video Privacy Protection Act.

Cristostomo v. New Balance Athletics, Inc., 647 F. Supp. 3d 1 (D. Mass. 2022), denying motion to dismiss and motion to strike class allegations in case involving sneakers marketed as "Made in

the USA.”

Selected Class Settlements:

Sholopa v. Turk Hava Yollari A.O. (d/b/a Turkish Airlines), Case No. 1:20-cv-3294-ALC (S.D.N.Y. 2023) – final approval granted for \$14.1 million class settlement to resolve claims of passengers whose flights with Turkish Airlines were cancelled due to COVID-19 and who did not receive refunds.

Payero v. Mattress Firm, Inc., Case No. 7:21-cv-3061-VB (S.D.N.Y. 2023) – final approval granted for \$4.9 million class settlement to resolve claims of consumers who purchased allegedly defective bed frames.

Miranda v. Golden Entertainment (NV), Inc., Case No. 2:20-cv-534-AT (D. Nev. 2021) – final approval granted for class settlement valued at over \$4.5 million to resolve claims of customers and employees of casino company stemming from data breach.

Malone v. Western Digital Corp., Case No. 5:20-cv-3584-NC (N.D. Cal. 2021) – final approval granted for class settlement valued at \$5.7 million to resolve claims of hard drive purchasers for alleged false advertised.

Frederick v. ExamSoft Worldwide, Inc., Case No. 2021-L-001116 (18th Judicial Circuit Court DuPage County, Illinois 2021) – final approval granted for \$2.25 million class settlement to resolve claims of Illinois students for alleged violations of the Illinois Biometric Information Privacy Act.

Bar Admissions

- New York State
- Southern District of New York
- Eastern District of New York
- Northern District of New York
- Northern District of Illinois
- Central District of Illinois
- Eastern District of Michigan
- District of Colorado
- First Circuit Court of Appeals
- Second Circuit Court of Appeals
- Third Circuit Court of Appeals
- Seventh Circuit Court of Appeals
- Ninth Circuit Court of Appeals

JULIA K. VENDITTI

Julia K. Venditti is an Associate with Bursor & Fisher, P.A. Julia focuses her practice on complex civil litigation and class actions. Julia was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julia is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Julia received her Juris Doctor in 2020 from the University of California, Hastings College of the Law, where she graduated *cum laude* with two CALI Awards for the highest grade in her Evidence and California Community Property classes. During law school, Julia was a member of the UC Hastings Moot Court team and competed at the Evans Constitutional Law Moot Court Competition, where she finished as a national quarterfinalist and received a best brief award. Julia was also inducted into the UC Hastings Honors Society and was awarded Best Brief and an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. In addition, Julia served as a Research Assistant for her Constitutional Law professor, as a Teaching Assistant for Legal Writing & Research, and as a Law Clerk at the San Francisco Public Defender's Office. In 2017, Julia graduated *magna cum laude* from Baruch College/CUNY, Weissman School of Arts and Sciences, with a B.A. in Political Science.

JULIAN DIAMOND

Julian Diamond is an Associate with Bursor & Fisher, P.A. Julian focuses his practice on privacy law and class actions. Julian was a Summer Associate with Bursor & Fisher prior to joining the firm.

Julian received his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Stone Scholar. During law school, Julian was Articles Editor for the Columbia Journal of Environmental Law. Prior to law school, Julian worked in education. Julian graduated from California State University, Fullerton with a B.A. in History and a single subject social science teaching credential.

MATTHEW GIRARDI

Matt Girardi is an Associate with Bursor & Fisher, P.A. Matt focuses his practice on complex civil litigation and class actions, and has focused specifically on consumer class actions involving privacy violations, illegal gambling, financial misconduct, and false advertising. Matt was a Summer Associate with Bursor & Fisher prior to joining the firm.

Matt is admitted to the State Bar of New York, and is a member of the bars of the United States District Courts for the Southern District of New York, the Eastern District of New York, the Eastern District of Michigan, the Western District of Michigan, the First Circuit Court of Appeals, and the Ninth Circuit Court of Appeals.

Matt received his Juris Doctor from Columbia Law School in 2020, where he was a Harlan Fiske Stone Scholar. During law school, Matt was the Commentary Editor for the

Columbia Journal of Tax Law, and represented fledgling businesses for Columbia's Entrepreneurship and Community Development Clinic. In addition, Matt worked as an Honors Intern in the Division of Enforcement at the U.S. Securities and Exchange Commission. Matt graduated from Brown University in 2016 with a B.A. in Economics, and worked as a Paralegal Specialist at the U.S. Department of Justice in the Antitrust Division prior to law school.

Selected Class Settlements:

Armstead v. VGW Malta Ltd. et al., Case No. 22-CI-00553 (Henderson Cnty. Ky. 2023) – final approval granted for \$11.75 million class settlement involving allegedly deceptive and/or illegal gambling practices.

Edwards v. Mid-Hudson Valley Federal Credit Union, Case No. 22-cv-00562-TJM-CFH (N.D.N.Y. 2023) – final approval granted for \$2.2 million class settlement to resolve claims that an upstate New York credit union was unlawfully charging overdraft fees on accounts with sufficient funds.

Fischer, et al. v. Instant Checkmate LLC, et al., No. 19-cv-04892 (N.D. Ill. 2024) – final approval granted for state-by-state non-reversionary cash settlements involving alleged violations of right of publicity statutes totaling in excess of \$10.1 million.

Wyland v. Woopla, Inc., Civil Action No. 2023-CI-00356 (Henderson Cir. Ct. Ky. 2023) – final approval granted for \$835,000 class settlement involving allegedly deceptive and/or illegal gambling practices.

Whiting v. Yellow Social Interactive Ltd., Civil Action No. 2023-CI-00358 (Henderson Cir. Ct. Ky. 2023) – final approval granted for \$1.32 million class settlement involving allegedly deceptive and/or illegal gambling practices.

XAVIER JOHNSON

Xavier Johnson is a Staff Attorney at Bursor & Fisher, where they focus their practice on complex civil litigation and consumer class actions. They are admitted to the State Bar of California. Xavier is a former Director of Policy Justice at the Just Cities Institute where their work focused on Fair Chance Housing policies, re-entry policy, as well as tenants' rights. Previously, Xavier worked as a Tenants' Rights Attorney at Centro Legal de la Raza. Their work at Centro Legal de la Raza centered on representing tenants in hearings with the Oakland Rent Adjustment Program. Xavier provided assistance to tenants through all stages of the petition process including providing representation on the day of the hearings. Xavier successfully advocated for more than one million dollars in rent reductions. Xavier engaged with the community through outreach and documented how tenants are being impacted by the housing crisis and what steps we can take to ensure that our tenant communities are protected. Xavier Johnson is also an elected official serving as a Commissioner on the Berkeley Rent Stabilization Board.

Over their career, Xavier has worked with law firms, non-profits, and governmental entities in the realms of policy advocacy, research and community organizing. Xavier spent two

years as a Congressional Aide in Congresswoman Barbara Lee's District Office with a focus on housing and housing justice.

Xavier holds a Juris Doctorate from University of California Berkeley School of Law and a Bachelor of Arts in Sociology from University of Texas at San Antonio.

JENNA GAVENMAN

Jenna Gavenman is an Associate with Bursor & Fisher, P.A. Jenna focuses her practice on complex civil litigation and consumer class actions. Jenna was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate in September 2022.

Jenna is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Jenna received her Juris Doctor in 2022 from the University of California, Hastings College of the Law (now named UC Law SF). During law school, she was awarded an Honorable Mention for Best Oral Argument in her First-Year Moot Court section. Jenna also participated in both the Medical Legal Partnership for Seniors (MLPS) and the Lawyering for Children Practicum at Legal Services for Children—two of UC Hastings's nationally renowned clinical programs. Jenna was awarded the Clinic Award for Outstanding Performance in MLPS for her contributions to the clinic. In addition, Jenna volunteered with her law school's Legal Advice and Referral Clinic and as a LevelBar Mentor.

In 2018, Jenna graduated *cum laude* from Villanova University with a B.A. in Sociology and Spanish (double major). Jenna was a Division I athlete, competing on the Villanova Women's Water Polo varsity team for four consecutive years.

IRA ROSENBERG

Ira Rosenberg is an Associate with Bursor & Fisher, P.A. Ira focuses his practice on complex civil litigation and class actions.

Ira received his Juris Doctor in 2022 from Columbia Law School. During law school, Ira served as a Student Honors Legal Intern with Division of Enforcement at the U.S. Securities and Exchange Commission. Ira also interned during law school in the Criminal Division at the United States Attorney's Office for the Southern District of New York and with the Investor Protection Bureau at the Office of the New York State Attorney General. Ira graduated in 2018 from Beth Medrash Govoha with a B.A. in Talmudic Studies.

LUKE SIRONSKI-WHITE

Luke Sironski-White is an Associate with Bursor & Fisher, P.A., focusing on complex civil litigation and consumer class actions. Luke joined the firm as a full-time Associate in August 2022.

Luke is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Luke received his Juris Doctor in 2022 from the University of California, Berkeley School of Law. During law school, Luke was on the board of the Consumer Advocacy and Protection Society (CAPS), edited for the Berkeley Journal of Employment and Labor Law, and volunteered with the Prisoner Advocacy Network.

In 2017, Luke graduated from the University of Chicago with a B.A. in Anthropology. Before entering the field of law Luke was a professional photographer and filmmaker.

MUJGHAN AHMAD

Mujghan Ahmad is a Staff Attorney at Bursor & Fisher, where she focuses her practice on complex civil litigation and consumer class actions. She is admitted to the State Bar of California.

Mujghan earned her Juris Doctor from Golden Gate University, School of Law in 2022, with specializations in Intellectual Property and Public Interest. During law school, she received a CALI Award in Intellectual Property Law Survey, wrote for the Environmental Law Journal, and was a member of the Moot Court Board and the Pro Bono Honor Society. She also served as a teaching assistant for Criminal Law Professor Thomas Schaaf. In 2017, Mujghan received a Bachelor of Arts in Political Science from the University of California, Irvine.

Her prior legal experience includes internships with the Los Angeles County Counsel's Property Division, Homeless Advocacy Project, Bay Area Legal Aid's Economic Justice Unit, and California Lawyers for the Arts. Before joining Bursor & Fisher, Mujghan served as a Foreclosure Prevention Attorney at Legal Assistance to the Elderly, where she litigated cases involving wrongful foreclosure and financial elder abuse, and provided pro bono estate planning services to low-income seniors in San Francisco.

INES DIAZ

Ines Diaz is an Associate with Bursor & Fisher, P.A. Ines focuses her practice on complex civil litigation and class actions.

Ines is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Ines received her Juris Doctor in 2023 from the University of California, Berkeley School of Law. During law school, Ines served as an Executive Editor of the California Law Review. She also served as an intern with the East Bay Community Law Center's Immigration Clinic and as a Fellow of the Berkeley Law Academic Skills Program. Additionally, Ines served as an instructor with the University of California, Berkeley Extension, Legal Studies Global Access Program where she taught legal writing to international law students. In 2021, Ines was selected

for a summer externship at the California Supreme Court where she served as a judicial extern for the Honorable Mariano-Florentino Cuéllar.

CAROLINE C. DONOVAN

Caroline C. Donovan is an Associate with Bursor & Fisher, P.A. Caroline focuses her practice on complex civil litigation, data protection, mass arbitration, and class actions. Caroline interned with Bursor & Fisher during her third year of law school before joining full time in Fall 2023.

Caroline is admitted to the State Bar of New York.

Caroline received her Juris Doctor in 2023 from Brooklyn Law School. During law school, Caroline was a member of the Moot Court Honor Society Trial Division, where she was chosen to serve as a National Team Member. Caroline competed and coached in numerous competitions across the country, and placed second at regionals in AAJ's national competition in both her second and third year of law school. Caroline was also the President of the Art Law Association, and the Treasurer of the Labor and Employment Law Association.

During law school, Caroline was a judicial intern for Judge Kenneth W. Chu of the National Labor Relations Board. She also interned at the United States Attorney's Office in the Eastern District of New York, as well as a securities class action firm.

JOSHUA B. GLATT

Joshua Glatt is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation and consumer class actions. Joshua was a Summer Associate with Bursor & Fisher prior to joining the firm as an Associate.

Joshua is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Joshua earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings). While there, he received a CALI Award for earning the highest grade in Constitutional Law II and served on the executive boards of the Jewish Law Students Association and the American Constitution Society. Prior to law school, Joshua graduated *summa cum laude* from the Walter Cronkite School of Journalism and Mass Communication at Arizona State University in 2016 and earned a master's degree from the University of Southern California in 2018.

JOSHUA R. WILNER

Joshua Wilner is an Associate with Bursor & Fisher, P.A. Joshua focuses his practice on complex civil litigation, data privacy, consumer protection, and class actions. Joshua was a Summer Associate at Bursor & Fisher prior to joining the firm full time in Fall 2023.

Joshua is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Joshua received his Juris Doctor in 2023 from Berkeley Law. During law school, he received the American Jurisprudence Award for Constitutional Law.

During law school, Joshua served on the board of the Berkeley Journal of Employment and Labor Law. Joshua also interned at Disability Rights California, Legal Aid at Work, and a private firm that worked closely with the ACLU of Northern California to enforce the California Racial Justice Act. In 2022 and 2023, Joshua worked as a research assistant for Professor Abbye Atkinson.

VICTORIA ZHOU

Victoria Zhou is an Associate in Bursor & Fisher's New York office. Victoria focuses her practice on class actions concerning data privacy and consumer protection.

Victoria is admitted to the State Bar of New York.

Victoria received her Juris Doctor from Fordham Law School in 2023. During law school, Victoria served as an Associate Editor of the Moot Court Board and competed in multiple mock trial competitions as a member of the Brendan Moore Trial Advocates. In addition, Victoria served as a judicial extern to Chief Judge Mark A. Barnett of the United States Court of International Trade. In 2019, Victoria graduated *magna cum laude* from Fei Tian College with a B.F.A. in Classical Dance.

KYLE D. GORDON

Kyle Gordon is an Associate with Bursor & Fisher, P.A. Kyle focuses his practice on class actions concerning data privacy and consumer protection. Kyle was a Summer Associate with Bursor & Fisher prior to joining the firm.

Kyle is admitted to the State Bar of New York.

Kyle received his Juris Doctor from Columbia Law School in 2023, where he was a Harlan Fiske Stone Scholar. During law school, Kyle was a Staff Editor for the Columbia Science and Technology Law Review. In 2020, Kyle graduated *summa cum laude* from New York University with a B.A. in Politics and became a member of Phi Beta Kappa. Prior to law school, Kyle interned in the Clerk's Office of the United States District Court for the District of Columbia.

ELEANOR R. GRASSO

Eleanor Grasso is an Associate with Bursor & Fisher, P.A. Eleanor focuses her practice on complex civil litigation, including data privacy and consumer protection class actions.

Eleanor is admitted to the State Bars of New York and Florida, and is a member of the bars of the United States District Courts for the Southern District of New York and Eastern District of New York.

Eleanor earned her Juris Doctor from Fordham University School of Law. During law school, Eleanor was a member of the Fordham Journal of Intellectual Property, Media & Entertainment Law, serving as Symposium Editor for Volume XXXIV. Eleanor was also a member of the Brendan Moore Trial Advocacy Team, served as a Research Assistant, and was a member of the Board of Student Advisors.

Throughout her time in law school, Eleanor interned for the Office of the Public Defender for the Sixth Judicial Circuit of Florida in the Misdemeanor Unit, the Office of the Federal Public Defender for the Middle District of Tennessee in the Capital Habeas Unit, the ACLU of Florida, and for the Honorable Kiyoo A. Matsumoto in the United States District Court for the Eastern District of New York. Eleanor was a Summer Associate with Bursor & Fisher and also interned part-time during her third year of law school.

Eleanor earned her Bachelors from the University of Florida, with a double-major in Criminology & Law and Political Science and a minor in French & Francophone studies.

RYAN B. MARTIN

Ryan Martin is an Associate with Bursor & Fisher, P.A. Ryan focuses his practice on complex civil litigation and consumer class actions. He was a Summer Associate and part-time law clerk with Bursor & Fisher prior to joining the firm as a full time Associate in August 2024.

Ryan is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

He earned his Juris Doctor from the University of California College of the Law, San Francisco (formerly U.C. Hastings), graduating *Cum Laude* with a Concentration in Environmental Law and as a member of the Honors Society. While there, he was a Senior Production Editor of the *U.C. Law Journal*, was President of the Hastings Environmental Law Association, and was a Torts Teaching Fellow.

Prior to law school, Ryan graduated from the W.A. Franke College of Business at Northern Arizona University with a Bachelors of Science in Hotel and Restaurant Management and a minor in Business. Ryan also studied Sustainable Business and Hotel Management at the Internationale Hochschule of Applied Sciences in Bad Honnef Germany and is a certified yoga instructor.

LOGAN HAGERTY

Logan Hagerty is an Associate with Bursor & Fisher, P.A. Logan is admitted to the State Bar of New York.

Logan received his Juris Doctor from Boston College Law School in 2024, where he received a certificate in Land & Environmental Law.

During law school, Logan was President of the Environmental Law Society. In addition, Logan worked for a class action firm, a general practice firm, and interned at a Massachusetts state agency.

Logan earned his Bachelors from St. Lawrence University, where he graduated magna cum laude with a double major in History and Environmental Studies and a minor in African Studies. He is also a member of Phi Beta Kappa.

KAREN VALENZUELA

Karen Valenzuela is an Associate with Bursor & Fisher, P.A. Karen focuses her practice on complex civil litigation and class actions. Karen was a Summer Associate and a part-time intern with Bursor & Fisher prior to joining the firm as a full-time Associate.

Karen is admitted to the State Bar of California and is a member of the bars of the United States District Courts for the Northern, Eastern, Central, and Southern Districts of California.

Karen received her Juris Doctor in 2024 from the University of California, Berkeley School of Law. During law school, Karen was part of the Consumer Protection Public Policy Order, and interned for the Los Angeles County Public Defender's Office. Karen also participated in the International Human Rights Law Clinic, La Alianza Workers' and Tenants' Rights Clinic, and the Death Penalty Clinic.

Prior to law school, Karen graduated from the University of California, Berkeley with a B.A. in Gender and Women's Studies and a minor in Global Poverty and Practice.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THOMAS FAN, MATTHEW KIMOTO, and
CLINTON BROWN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NBA PROPERTIES, INC. and DAPPER LABS,
INC.,

Defendants.

Case No. 3:23-cv-05069-SI

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

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 set forth
3 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 have served as an expert
5 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. (“Epiq”) and the
7 Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that
8 specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal
9 notification plans.

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

18 **RELEVANT EXPERIENCE**

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

21 a) *In re Juul Labs, Inc. Marketing, Sales Practices, and Products Liability Litigation*
22 19-md-02913 (N.D. Cal.), involved two settlements totaling \$300 million for JUUL Labs, Inc. and Altria,
23 which alleged consumers were misled about JUUL products’ addictiveness and safety, causing them to
24 pay more, and that JUUL products were unlawfully marketed to minors. Two companion notice programs
25 were implemented with more than 10.7 million email notices and nearly 500,000 postcard notices sent to
26 potential class members and comprehensive media efforts (over 936 million impressions delivered). The
27 notice programs each reached approximately 80% of the class nationwide.

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

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

15 d) *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915,
16 1:19-md-02915 (E.D. Va.), involved an extensive notice program for a \$190 million data breach
17 settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The
18 individual notice efforts reached approximately 96% of the identified settlement class members and were
19 enhanced by a supplemental media plan that included digital and social media notices (delivering more
20 than 123.4 million impressions), sponsored search, and a settlement website.

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

27 f) *In re U.S. Office of Personnel Management Data Security Breach Litigation* MDL
28 No. 2664, 15-cv-01394 (D.D.C.), involved a \$63 million settlement for compromised personal

1 information of then-current and former federal government employees and contractors, and certain
2 applicants for federal employment. An extensive nationwide media notice campaign was implemented
3 using magazines, digital and social media notices (delivering more than 758 million impressions),
4 traditional and satellite radio, and other forms of media. The media notice reached at least 85% of the
5 class. In addition, more than 3.5 million email notices and/or postcard notices were sent to identified
6 class members. The notice program was supplemented with outreach to unions and associations,
7 sponsored search listings, an informational release, and a settlement website.

8 g) *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-
9 03924 (N.D. Ill.), involved a \$21 million settlement against The Coca-Cola Company, fairlife, LLC, and
10 other defendants alleging false labeling and marketing of fairlife milk products. A comprehensive media
11 plan was implemented with a consumer print publication notice, targeted digital and social media notices
12 (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with
13 individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the
14 class. The reach was further enhanced by sponsored search, an informational release, and a website.

15 h) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*,
16 MDL No. 1720 (E.D.N.Y.). Second Circuit affirmed. *See Fikes Wholesale, Inc. v. Visa U.S.A., Inc.* 62
17 F.4th 704 (2d Cir. 2023). The case involved a \$5.5 billion settlement reached by Visa and MasterCard.
18 An intensive initial notice program included more than 19.8 million direct mail notices sent to potential
19 class members, together with insertions in over 1,500 newspapers, consumer magazines, national business
20 publications, trade and specialty publications, with notices in multiple languages, and a digital notice
21 campaign (delivering more than 770 million adult impressions). Sponsored search listings and a
22 settlement website in eight languages expanded the notice program. For the subsequent settlement
23 reached by Visa and MasterCard, an extensive notice program was implemented, which included over
24 16.3 million direct mail notices to class members together with more than 354 print publication insertions
25 and digital notices (delivering more than 689 million adult impressions).

26 i) *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April*
27 *20, 2010*, MDL No. 2179 (E.D. La.), involved landmark settlement notice programs to distinct "Economic
28 and Property Damages" and "Medical Benefits" settlement classes for BP's \$7.8 billion settlement of claims

1 related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200
2 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

3 6. In addition, I have served as a legal notice expert in more than 40 cases that have received
4 final approval in the United States District Court for the Northern District of California, including:

Cases	Case No.
<i>In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i> (\$300 million settlement for product liability for Juul and Altria settlements)	19-md-02913
<i>Moradpour v. Velodyne Lidar, Inc., et al.</i> (\$27.5 million securities settlement)	3:21-cv-01486
<i>In re Accellion, Inc. Data Breach Litigation; Beyer, et al. v. Flagstar Bancorp, Inc., et al.</i> (\$5.9 million data breach settlement)	MDL 3002 5:21-cv-02239
<i>Perez et al. v. Discover Bank</i> (\$979,500 settlement for alienage & immigration status discrimination – civil rights for loans)	3:20-cv-06896
<i>Zakinov et al. v. Ripple Labs, Inc., et al.</i> (securities - cryptocurrency settlement)	4:18-cv-06753
<i>In Re Robinhood Outage Litigation</i> (\$9.9 million trading outage settlement)	3:20-cv-01626
<i>Roberts et al. v. Zuora Inc., et al.</i> (\$75.5 million securities settlement)	3:19-cv-03422
<i>In Re: Okta, Inc. Securities Litigation</i> (\$60 million securities settlement)	3:22-cv-02990
<i>In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness, et al.</i> (Health Net) (\$10 million data breach settlement)	MDL 3002 5:21-cv-01155 5:21-cv-03322
<i>In Re PFA Insurance Marketing Litigation</i> (universal life insurance settlement)	4:18-cv-03771
<i>In Re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision</i> (\$207 million government case settlement)	3:21-md-02996
<i>In Re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District</i> (\$23 million school case settlement)	3:21-md-02996
<i>Prescott et al. v. Reckitt Benckiser LLC</i> (\$3.2 million false advertising settlement involving Woolite)	5:20-cv-02101
<i>In Re Google Location History Litigation</i> (\$62 million consumer privacy settlement)	5:18-cv-05062
<i>Fitzhenry-Russell v. Dr. Pepper Snapple Group, Inc., et al.</i> (settlement)	17-cv-00564
<i>In re: Zoom Video Communications, Inc. Privacy Litigation</i> (\$85 million consumer settlement)	5:20-cv-02155
<i>Ford et al. v. [24]7.AI, Inc.</i> (data breach settlement - Best Buy data incident)	5:18-cv-02770
<i>Yamagata et al. v. Reckitt Benckiser LLC</i> (\$50 million consumer settlement for Move Free® supplements)	3:17-cv-03529
<i>Pennington v. Tetra Tech, Inc. et al.</i> (\$6.3 million environmental property liability settlement)	3:18-cv-05330
<i>In re: Optical Disk Drive Products Antitrust Litigation</i> (\$205 million antitrust settlement – indirect purchasers)	3:10-md-02143
<i>Coffeng, et al. v. Volkswagen Group of America, Inc.</i> (product liability settlement)	17-cv-01825

Cases	Case No.
<i>Cochran et al. v. Accellion, Inc. et al.</i> (The Kroger Co. \$5 million data breach settlement)	5:21-cv-01887
<i>Maldonado et al. v. Apple Inc, et al.</i> (\$95 million product liability settlement for AppleCare)	3:16-cv-04067
<i>Grace v. Apple, Inc.</i> (\$18 million product liability settlement for Apple iPhone 4/4S)	17-cv-00551
<i>Richards, et al. v. Chime Financial, Inc.</i> (\$4 million consumer settlement for bank service disruptions)	4:19-cv-06864
<i>Bautista v. Valero Marketing and Supply Co.</i> (consumer settlement for debit card gasoline purchase)	3:15-cv-05557
<i>McKinney-Drobnis, et al. v. Massage Envy Franchising</i> (\$13.3 million consumer settlement regarding membership fees)	3:16-cv-06450
<i>In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation</i> (Audi CO ₂) (\$96.5 million consumer automotive settlement)	3:15-md-02672
<i>Bias v. Wells Fargo & Company, et al.</i> (\$50 million banking settlement regarding mortgage broker price opinions)	4:12-cv-00664
<i>Elder v. Hilton Worldwide Holdings, Inc.</i> (consumer settlement for hotel stay promotion)	16-cv-00278
<i>In re: HP Printer Firmware Update Litigation</i> (\$1.5 million consumer settlement)	5:16-cv-05820
<i>In re: Lithium Ion Batteries Antitrust Litigation</i> (\$113 million antitrust settlement)	4:13-md-02420
<i>Naiman v. Total Merchant Services, Inc., et al.</i> (\$7.5 million TCPA settlement)	4:17-cv-03806
<i>Izor v. Abacus Data Systems, Inc.</i> (\$1.9 million TCPA settlement)	19-cv-01057
<i>McKnight et al. v. Uber Technologies, Inc. et al.</i> (\$32.5 million consumer settlement)	3:14-cv-05615
<i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN</i> (\$9 million TCPA settlement)	3:16-cv-05486
<i>Parsons v. Kimpton Hotel & Restaurant Group, LLC</i> (data breach settlement)	3:16-cv-05387
<i>Rose v. Bank of America Corporation et al.</i> (\$32 million TCPA settlement)	5:11-cv-02390 5:12-cv-04009
<i>Marolda v. Symantec Corporation</i> (product liability settlement for software upgrades)	3:08-cv-05701
<i>Hawthorne v. Umpqua Bank</i> (\$2.9 million banking settlement for overdraft fees)	3:11-cv-06700
<i>Gergetz v. Telenav, Inc.</i> (\$3.5 million TCPA settlement)	5:16-cv-4261

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

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

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

12 **OVERVIEW**

13 10. This declaration describes the proposed Settlement notice plan (“Notice Plan”) and notices
14 (the “Notice” or “Notices”) for *Fan v. NBA Properties, Inc.*, Civil Action No. 3:23-cv-5069-SI, pending
15 in the United States District Court for the Northern District of California. Epiq designed this Notice Plan
16 based on our extensive prior experience and research into the notice issues particular to this Settlement.
17 We have analyzed and proposed the best method practicable under the circumstances of providing notice
18 to the Settlement Class.

19 **DATA PRIVACY AND SECURITY**

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

26 12. With respect to the data it receives, collects, and otherwise hosts, Epiq will serve as a data
27 processor and act only at the direction of the designated data controller or of the Court, as described in
28 applicable contracts, statements of work, and/or Court documents and Orders. Epiq will not utilize or

1 perform other procedures on personal data provided or obtained as part of services as Settlement
2 Administrator. Epiq will not use any information provided by Settlement Class Members for any other
3 purpose than the administration of this Action. Specifically, Settlement Class Member information will
4 not be used, disseminated, or disclosed by or to any other person for any other purpose unrelated to the
5 administration of this Action.

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

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

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

1 policies and processes cover all aspects of information security to form part of an industry leading security
2 and compliance program, which is regularly assessed by independent third parties.

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

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

20 **CAFA NOTICE**

21 18. To comply with the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), CAFA Notice
22 will be sent no later than 10 days after the proposed Settlement is filed with the Court to the appropriate
23 state and federal government officials.

24 **NOTICE PLAN SUMMARY**

25 19. Federal Rules of Civil Procedure, Rule 23 directs that notice must be “the best notice that is
26 practicable under the circumstances, including individual notice to all members who can be identified
27
28

1 through reasonable effort” and that “the notice may be by one or more of the following: United States
2 mail, electronic means, or other appropriate means.”¹ The Notice Plan will satisfy these requirements.

3 20. This Notice Plan is designed to reach the greatest practicable number of Settlement Class
4 Members. Given our experience with similar notice efforts, we expect that the Notice Plan individual
5 notice efforts via email to identified Settlement Class Members will reach approximately 90% of the
6 Settlement Class. The reach will be further enhanced by a Settlement Website. In my experience, the
7 projected reach of the Notice Plan is consistent with other court-approved notice plans, is the best notice
8 practicable under the circumstances of this case and has been designed to satisfy the requirements of due
9 process, including its “desire to actually inform” requirement.² The Notice Plan also complies with the
10 Court’s Standing Order for Civil Cases.

11 **NOTICE PLAN DETAIL**

12 21. The Notice Plan is designed to provide notice to the following “Settlement Class,” defined
13 in the Settlement Agreement as:

14 [A]ll individuals in the United States who had NBA Top Shot accounts and
15 Facebook accounts from June 15, 2020 to January 30, 2025.

16 Excluded from the Class is any entity in which Defendants have a controlling
17 interest, and officers or directors, agents, attorneys, and employees of
18 Defendants.

19
20
21
22 ¹ Fed. R. Civ. P. 23(c)(2)(B).

23 ² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s
24 due, process which is a mere gesture is not due process. The means employed must be such as one
25 desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness
26 and hence the constitutional validity of any chosen method may be defended on the ground that it is in
27 itself reasonably certain to inform those affected . . .”); *see also In re Hyundai & Kia Fuel Econ. Litig.*,
28 926 F.3d 539, 567 (9th Cir. 2019) (“To satisfy Rule 23(e)(1), settlement notices must ‘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); N.D. Cal. Procedural Guidance for
Class Action Settlements, Preliminary Approval (3) (articulating best practices and procedures for class
notice).

NOTICE PLAN

Individual Notice

1
2
3 22. It is my understanding from Counsel for the parties is that Epiq will receive data for all
4 identified Settlement Class Members, which will include names and last known email addresses to the
5 extent available (“Class List”). The Class List will be used to provide individual notice to identified
6 Settlement Class Members. An Email Notice will be sent to all identified Settlement Class Members for
7 whom a valid email address is available.

Individual Notice – Email

8
9 23. Epiq will send an Email Notice to all identified Settlement Class Members for whom a valid
10 email address is available. The following industry standard best practices will be followed. The Email
11 Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome
12 SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email
13 Notice will use an embedded html text format. This format will provide easy-to-read text without
14 graphics, tables, images and other elements that in our experience would increase the likelihood that the
15 message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email
16 communication. The Email Notices will be sent from an IP address known to major email providers as
17 one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice will be transmitted with a
18 digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically
19 authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be
20 transmitted with a unique message identifier. The Email Notice will include an embedded link to the
21 Settlement Website. By clicking the link, recipients will be able to access the Long-Form Notice and
22 other information about the Settlement.

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

1 ***Settlement Website***

2 25. Epiq will create and maintain a dedicated website for the Settlement with an easy to
3 remember domain name. Relevant documents will be posted on the Settlement Website, including the
4 Long-Form Notice, Settlement Agreement, including the Motion for Attorneys’ Fees once available, and
5 any other case-related documents. In addition, the Settlement Website will include relevant dates, answers
6 to frequently asked questions (“FAQs”), instructions for how Settlement Class Members may opt-out
7 (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator,
8 and how to obtain other case-related information. Settlement Class Members will also be able to file a
9 Claim Form on the Settlement Website. The Settlement Website address will be prominently displayed
10 in all notice documents.

11 ***Toll-Free Telephone Number and Other Contact Information***

12 26. A toll-free telephone number will be established for the Settlement. Callers will be able to
13 hear an introductory message and will have the option to learn more about the Settlement in the form of
14 recorded answers to FAQs, and to request that a Long-Form Notice be mailed to them. This automated
15 telephone system will be available 24 hours per day, 7 days per week. The toll-free telephone number
16 will be prominently displayed in all notice documents.

17 27. A postal mailing address will be provided, allowing Settlement Class Members the
18 opportunity to request additional information or ask questions.

19 ***Claim Submission & Distribution Options***

20 28. The Notices will provide a detailed summary of relevant information about the Settlement,
21 including the Settlement Website address and how Settlement Class Members can file a Claim Form online
22 or by mail.

23 ***Reminder Notice***

24 29. Epiq will send a Reminder Notice prior to the Claims Deadline to all identified Settlement
25 Class Members with a valid email address that was not previously returned as undeliverable and who have
26 not submitted a Claim Form or requested exclusion from the Settlement. The Reminder Notice will
27 include an electronic link directly to the Claim Form.

28

1
2 ***Cost of Notice and Administration***

3 30. Assuming a reasonable claim response rate, Epiq estimates the total cost to provide notice
4 and settlement administration services to be between \$125,000-\$150,000. This is not a minimum or a
5 cap. This estimated range encompasses email noticing, claims administration, website and telephone
6 support, associated project management and distribution related expenses. All costs are subject to the
7 Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and
8 conditions of that agreement.

9 **CONCLUSION**

10 31. In class action notice planning, execution, and analysis, we are guided by due process
11 considerations under the United States Constitution, by federal and local rules and statutes, and by case
12 law pertaining to notice. This framework directs that a notice plan be designed to reach the greatest
13 practicable number of potential class members and, in a settlement class action notice situation such as
14 this, that the notice or notice plan provides information to potential class members regarding their rights,
15 possible benefits available, and how to exercise their rights or claim benefits. All of these requirements
16 will be met in this case.

17 32. The Notice Plan individual notice efforts via email to identified Settlement Class Members
18 will reach approximately 90% of the identified Settlement Class. The reach will be further enhanced by
19 a Settlement Website. In 2010, the Federal Judicial Center (“FJC”) issued a *Judges’ Class Action Notice*
20 *and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases. This Guide
21 states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether
22 all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–
23 95%.”³ Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

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

1 33. The Notice Plan follows the guidance for satisfying due process obligations that a notice
2 expert gleaned from the United States Supreme Court’s seminal decisions, which emphasize the need: (a)
3 to endeavor to actually inform the Class, and (b) to ensure that notice is reasonably calculated to do so:

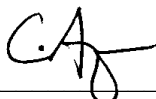
4 a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process.
5 The means employed must be such as one desirous of actually informing the
6 absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover*
Trust, 339 U.S. 306, 315 (1950); and

7 b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise
8 interested parties of the pendency of the action and afford them an opportunity to
9 present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing
Mullane, 339 U.S. at 314).

10 34. The Notice Plan as designed for this case will provide the best notice practicable under the
11 circumstances, conform to all aspects of Federal Rules of Civil Procedure Rule 23 regarding notice as
12 well as the N.D. Cal. Procedural Guidance for Class Action Settlements, and the Court’s Standing Order
13 for Civil Cases, comport with the guidance for effective notice stated in the Manual for Complex
14 Litigation, Fourth and applicable FJC materials, and satisfy the requirements of due process, including its
15 “desire to actually inform” requirement.

16 35. The Notice Plan schedule will afford enough time to provide full and proper notice to
17 Settlement Class Members before the Objection/Exclusion Deadline. Settlement Class Members will be
18 provided with at least 35 days⁴ from the notice completion date until Objection/Exclusion Deadline.

19 36. I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed July 28, 2025.

21 
22 _____
23 Cameron R. Azari, Esq.

24
25
26
27
28 ⁴ The N.D. Cal. Procedural Guidance for Class Action Settlements, Preliminary Approval (9) regarding
the timeline for class members to opt-out will be followed.

Attachment 1



epiq
legal noticingSM

The logo for epiq legal noticing SM is displayed in a white rectangular box. The word "epiq" is in a bold, blue, lowercase sans-serif font. Below it, "legal noticing" is in a grey, lowercase sans-serif font, followed by a superscripted "SM". The background of the entire page is a dark blue and black abstract image with glowing orange and blue lines and binary code (0s and 1s) scattered throughout.

Legal Noticing Experts

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

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

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



Case Expertise

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

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

10.7M
email notices

836M
digital impressions

80%
of class reached

\$190M
settlement

93.6M
email or mail
notices

96%
of class reached

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

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

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

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

\$85M
settlement

158M
email or mail
notices

91%
of class reached

Case Expertise

\$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

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

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

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

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

\$21M
settlement

620.1M
digital impressions

80.2%
of class reached

\$1.91B
settlements

61.8M
mail notices

95%
reach of notice
program

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

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

Case Expertise

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

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

\$60M
settlement

13.8M
email or mail
notices

\$88M
settlements

7.92M
email or mail
notices

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

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

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

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

\$50M
settlement

5.1M
email or mail
notices

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

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

\$63M
settlement

758M
digital impressions

85%
of class reached

Case Expertise

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

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

\$175M
settlement
benefits

13.8M
email or mail
notices

93% – 95%
of class reached

geo-targeted
media noticing

95%
of class reached

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

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

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

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

\$26.5M
settlement

29M
email notices

93.7%
of class reached

1.8M
mail or email
notice to vehicle
owners

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.

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

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- **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.
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- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.

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- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." *Current Developments* – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 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.

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

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

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

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

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

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

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

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

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

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

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

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

Judge Wendy 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.

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

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

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

Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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.

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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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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<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 Julee (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

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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>Bakopanos 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>	27 th Jud. D. Ct. La., No. 12-C-1599
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.</i>	27 th 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>	27 th 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.</i> (Environmental)	E.D. La., No. 2:11-cv-02067
<i>Casayuran v. PNC Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank</i> as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Blahut v. Harris, N.A.</i> , as part of <i>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</i> (Building Products)	N.D. Ill., No. 06-cv-04481
<i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation</i> (Mastercard & Visa)	E.D.N.Y., MDL No. 1720, No. 05-md-01720
<i>RBS v. Citizens Financial Group, Inc.</i> , as part of <i>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</i> (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-04191
<i>Marolda v. Symantec Corporation</i> (Software Upgrades)	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</i> (Medical Benefits Settlement)	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</i> (Economic & Property Damages Settlement)	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</i> (Stirland Lake and Cristal Lake Residential Schools)	Ont. Super. Ct., No. 00-cv-192059 CP
<i>Nelson v. Rabobank, N.A.</i> (Overdraft Fees)	Sup. Ct. Cal., No. RIC 1101391
<i>Case v. Bank of Oklahoma</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Wolfgeher v. Commerce Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McKinley v. Great Western Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Lawson v. BancorpSouth</i> (Overdraft Fees)	W.D. Ark., No. 1:12-cv-01016
<i>LaCour v. Whitney Bank</i> (Overdraft Fees)	M.D. Fla., No. 8:11-cv-01896
<i>Gwiazdowski v. County of Chester</i> (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463

Legal Noticing Cases

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

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

THOMAS FAN, MATTHEW KIMOTO, and
CLINTON BROWN, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

NBA PROPERTIES, INC. and DAPPER LABS,
INC.,

Defendants.

Case No. 3:23-cv-05069-SI

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

1 Plaintiffs, on behalf of the Settlement Class, having applied for an order preliminarily
2 approving the proposed settlement (“Settlement”) of this litigation (the “Litigation”) against NBA
3 Properties, Inc. and Dapper Labs, Inc., (“NBA,” and “Dapper,” respectively, or “Defendants,”
4 collectively) in accordance with the Class Action Settlement Agreement and Release entered into
5 on July 29, 2025 (the “Settlement Agreement”) between Plaintiffs and Defendants; the Court
6 having read and considered the memorandum of law in support of this Motion, the Settlement
7 Agreement, accompanying documents, and the record herein; and Plaintiffs and Defendants
8 (collectively, the “Parties”) having consented to the entry of this Order,
9

10 NOW, THEREFORE, on this _____ day of _____, 202__, upon application of
11 the Parties,
12

13 IT IS HEREBY ORDERED THAT:

14 1. Unless otherwise defined herein, the Court adopts and incorporates the definitions in
15 the Settlement Agreement for the purposes of this Order.

16 2. The Court finds that it has subject matter jurisdiction to preliminarily approve the
17 Settlement Agreement, including all exhibits thereto and the Settlement contained therein and that
18 it has personal jurisdiction over Plaintiffs and Defendants.

19 3. Upon preliminary review, the Court finds the proposed Settlement is fair,
20 reasonable, and adequate, otherwise meets the criteria for approval under Rules 23(a) and 23(b)(3)
21 of the Federal Rules of Civil Procedure and warrants issuance of notice to the Settlement Class.
22 The Court finds it will likely be able to approve the Settlement and certify the Settlement Class for
23 purposes of judgment.
24

25 4. For purposes of the Settlement only, the Court provisionally certifies the following
26 Settlement Class pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3): all individuals in
27 the United States who had NBA Top Shot accounts and Facebook accounts from June 15, 2020 to
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1 January 30, 2025. Excluded from the Settlement Class are: Excluded from the Class is any entity
2 in which Defendants have a controlling interest, and officers, directors, agents, attorneys, and
3 employees of Defendants.

4
5 5. Subject to final approval of the Settlement, the Court finds and concludes for
6 settlement purposes only that the prerequisites to a class action, set forth in Federal Rules of Civil
7 Procedure 23(a) and (b)(3), are satisfied in that:

8 a. the Settlement Class is so numerous that joinder of all members is
9 impracticable;

10 b. there are questions of law or fact common to the Settlement Class;

11 c. Plaintiffs' claims are typical of those of Settlement Class Members;

12 d. Plaintiffs and Class Counsel (defined below) fairly and adequately represent
13 the Settlement Class;

14 e. common issues predominate over any individual issues affecting Settlement
15 Class Members; and

16 f. settlement of the Litigation on a class action basis is superior to other means
17 of resolving this matter.
18

19 6. The proposed Settlement is preliminarily approved. The Court finds that the
20 Settlement was entered into at arm's length by experienced counsel and is sufficiently within the
21 range of reasonableness, fairness, and adequacy, and that notice of the Settlement should be given
22 as provided in this Order because the Court will likely be able to approve the Settlement under
23 Rule 23(e)(2) of the Federal Rules of Civil Procedure.
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25 7. The Court appoints Plaintiffs to serve as Class Representatives for settlement
26 purposes only on behalf of the Settlement Class.

27 8. The Court appoints Bursor & Fisher, P.A. as Class Counsel, having determined that
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1 the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this
2 appointment.

3 9. The Court appoints Epiq Systems, Inc. as Settlement Administrator for purposes of
4 the Settlement.

5 10. A hearing will be held on a date of the Court's convenience on or after
6 _____, 2025 at _____ [a.m./p.m.] (at least 120 days after entry of this Order) in
7 Courtroom 1 of this Courthouse before the undersigned, to consider the fairness, reasonableness,
8 and adequacy of the Settlement (the "Final Approval Hearing"). The foregoing date, time, and
9 place of the Final Approval Hearing shall be set forth in the notice to the Settlement Class, which is
10 ordered herein, but shall be subject to adjournment or change by the Court without further notice to
11 Settlement Class Members, other than that which may be posted at the Court or on the Settlement
12 Website at www._____.com.

13 11. The Court reserves the right to finally approve the Settlement at or after the Final
14 Approval Hearing with such non-material modifications as may be consented to by the Parties and
15 without further notice to the Settlement Class.

16 12. All proceedings in this Litigation as to Defendants other than such proceedings as
17 may be necessary to implement the proposed Settlement or to effectuate the terms of the Settlement
18 Agreement, are hereby stayed and suspended until further order of this Court.

19 13. All Settlement Class Members and their legally authorized representatives, unless
20 and until they have submitted a valid request to opt out or exclude themselves from the Settlement
21 Class (hereinafter, "Request for Exclusion"), are hereby preliminarily enjoined (i) from filing,
22 commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member
23 in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any
24 jurisdiction based on the Released Claims; (ii) from filing, commencing, or prosecuting a lawsuit
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1 or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any
2 Settlement Class Members (including by seeking to amend a pending complaint to include class
3 allegations or seeking class certification in a pending action), based on the Released Claims; and
4 (iii) from attempting to effect an opt-out of a group, class, or subclass of individuals in any lawsuit
5 or administrative, regulatory, arbitration, or other proceeding based on the Released Claims.
6

7 14. No later than thirty (30) days after entry of this Order (hereinafter, the “Notice
8 Date”), the Settlement Administrator will commence sending notice to the Settlement Class, in the
9 form (without material variation) of the Short Form Notice, Exhibit C to the Settlement Agreement,
10 Exhibit 1 to the Declaration of Stefan Bogdanovich dated July 30, 2025 filed in support of this
11 Motion (the “Bogdanovich Decl.”) and the Settlement Payment Claim Form, attached as Exhibit A
12 to the Bogdanovich Decl., as described in the proposed notice plan described in the Declaration of
13 Camaron Azari re: the Proposed Notice Plan (“Notice Plan”). The Short Form Notice will direct
14 Settlement Class Members to the Settlement Website to access the Long Form Notice in the form
15 (without material variation) of Exhibit B to the Settlement Agreement. The Long Form Notice sets
16 forth, among other information, further details about the Settlement and the options for Settlement
17 Class Members to request payment from the Settlement Fund.
18

19 15. Beginning no later than the Notice Date, the Settlement Administrator shall create
20 and maintain a Settlement Website, www._____.com, until the termination of the
21 administration of the Settlement. The Settlement Website shall include copies of the Settlement
22 Agreement, this Order, the notices to the Settlement Class, the Claim Form, the motion for
23 preliminary approval and all supporting papers, and, promptly after they are filed, the motion for
24 final approval and the Fee and Expense Application. The Settlement Website shall also identify
25 important deadlines and shall provide answers to frequently asked questions. The Settlement
26 Website may be amended as appropriate during the course of the administration. The Settlement
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1 Website shall be searchable on the Internet.

2 16. The Settlement Administrator shall maintain a toll-free interactive voice response
3 telephone system containing recorded answers to frequently asked questions, along with an option
4 permitting callers to leave messages in a voicemail box. The Settlement Administrator shall also
5 maintain an e-mail address to receive and respond to correspondence from Settlement Class
6 Members.
7

8 17. The Court approves in form and substance the Notice Plan and the forms of notice
9 to the Settlement Class reflected in the proposed Long Form and Short Form Notices. The Notice
10 Plan and forms of notice to the Class (i) are the best notice practicable under the circumstances; (ii)
11 are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
12 pendency and status of this Litigation and of their right to object to or exclude themselves from the
13 proposed Settlement; (iii) are reasonable and constitute due, adequate, and sufficient notice to all
14 persons entitled to receive notice of the Final Approval Hearing; and (iv) fully satisfy all applicable
15 requirements of Rule 23 of the Federal Rules of Civil Procedure, Due Process, and any other
16 applicable rules or laws. Non-material modifications to the forms of notice to the Class may be
17 made without further order of the Court.
18

19 18. No later than ten (10) days prior to the Final Approval Hearing, the Settlement
20 Administrator shall serve and file a sworn statement attesting to compliance with the notice
21 provisions in paragraphs 14-16 of this Order.
22

23 19. Any Settlement Class Member that objects to the fairness, reasonableness, or
24 adequacy of any term or aspect of the Settlement, the application for Attorneys' Fees and
25 Expenses, Service Award, or the Final Approval Order and Final Judgment, or who otherwise
26 wishes to be heard, may appear in person or by his or her attorney at the Final Approval Hearing
27 and present evidence or argument that may be proper and relevant. However, except for good cause
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1 shown, no person other than Class Counsel and Defendants' Counsel shall be heard and no papers,
2 briefs, pleadings, or other documents submitted by any Settlement Class Member shall be
3 considered by the Court unless a written objection is submitted to the Court on or before the
4 Objection Deadline, which shall be 60 days after the Notice Date. For the objection to be
5 considered by the Court, the written objection must include:

- 7 a. The case name of the Litigation;
- 8 b. The Settlement Class Member's full name, current address, telephone
9 number, and email address;
- 10 c. The Settlement Class Member's original signature;
- 11 d. Proof or an attestation that the Settlement Class Member is a member of the
12 Settlement Class, which proof may include the claimant ID code and other information
13 included on the Short Form Notice provided by the Settlement Administrator that identifies
14 the Person as a Settlement Class Member;
- 15 e. A statement of whether the objection applies only to the Settlement Class
16 Member, to a specific subset of the Settlement Class, or to the entire Settlement Class;
- 17 f. A statement of the legal and factual basis for the objection;
- 18 g. Copies of any documents that the Settlement Class Member wishes to
19 submit in support of his/her position;
- 20
21 h. Identification of all counsel representing the Settlement Class Member, if
22 any;
- 23 i. The signature of the Settlement Class Member's duly authorized attorney or
24 other duly authorized representative, if any, along with documentation setting forth such
25 representation; and
26
27 j. A list, including case name, court, and docket number, of all other cases in
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1 which the objecting Settlement Class Member and/or the objecting Settlement Class
2 Member's counsel has filed an objection to any proposed class action settlement in the past
3 three (3) years.

4
5 20. In addition to the foregoing requirements, if an objecting Settlement Class Member
6 intends to speak at the Final Approval Hearing (whether pro se or through an attorney), he or she
7 must file a notice of appearance with the Court (as well as serve the notice on Class Counsel and
8 Defendants' counsel) by the Objection Deadline. The Settlement Class Member's written objection
9 must also identify: (a) the attorney(s) representing the objecting Settlement Class Member who will
10 appear at the Final Approval Hearing by including counsel's name, address, phone number, email
11 address, the state bar(s) to which counsel is admitted, as well as associated state bar numbers; (b)
12 any witnesses he or she may seek to call to testify (including the Settlement Class Member) at the
13 Final Approval Hearing; and (c) all exhibits the objecting Settlement Class Member may introduce
14 into evidence at the Final Approval Hearing.
15

16 21. To be timely, a written notice of objection must either be electronically filed in the
17 Litigation's electronic docket on or before the Objection Deadline; or sent via first class, postage-
18 prepaid United States Mail, postmarked no later than the Objection Deadline to the Clerk of Court
19 at the addresses below.
20

COURT
Mark B. Busby Clerk of Court United States District Court for the Northern District of California 450 Golden Gate Avenue, Box 36060 San Francisco, CA 94102

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24 22. Any objection to the Settlement submitted by a Settlement Class Member pursuant
25 to paragraphs 19-21 of this Order must be signed by the Settlement Class Member (and if
26 applicable his, her, or its legally authorized representative), even if the Settlement Class Member is
27 represented by counsel. The right to object to the proposed Settlement must be exercised
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1 individually by the Settlement Class Member and not as a member of a group, class, or subclass,
2 except that such objections may be submitted by the Settlement Class Member's legally authorized
3 representative.

4 23. Any Settlement Class Member who fails to comply with the requirements for
5 objecting in writing described in paragraphs 19-22 of this Order: shall be deemed to have waived
6 any such objection, shall not be permitted to object to any terms or approval of the Settlement at
7 the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement by
8 appeal or any other means. Such Settlement Class Members shall be bound by all terms of the
9 Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. Any
10 challenge to the Settlement Agreement and the Final Approval Order and Judgment approving this
11 Settlement Agreement shall be pursuant to appeal under the Federal Rules of Appellate Procedure
12 and not through a collateral attack.

13 24. All objectors shall make themselves available to be deposed by any Party in the
14 Northern District of California or the county of the objector's residence or principal place of
15 business within seven (7) days of service of the objector's timely written objection.

16 25. Discovery concerning any purported objections to the Settlement shall be completed
17 no later than fourteen (14) days after the Objection Deadline. Class Counsel, Defendants' Counsel,
18 and any other Persons wishing to oppose timely-filed objections in writing may do so not later than
19 twenty-one (21) days after the Objection Deadline.

20 26. Any individual who wishes to exclude themselves from the Settlement must submit
21 a written Request for Exclusion to the Settlement Administrator, which shall be postmarked and
22 mailed to the Settlement Administrator no later than sixty (60) days after the Notice Date (the
23 "Opt-Out Date").

24 27. The written Request for Exclusion must:
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- 1 a. Identify the case name of the Litigation;
- 2 b. Identify the full name, current address, telephone number, and email address
- 3 of the Settlement Class Member;
- 4 c. Include the claimant ID code and other information included on the Short
- 5 Form Notice provided by the Settlement Administrator that identifies the Person as a
- 6 Settlement Class Member;
- 7 d. Include the Settlement Class Member's original signature, and, if
- 8 represented by counsel, be signed by his/her counsel; and
- 9 e. Include a statement clearly indicating the individual's intent to be excluded
- 10 from the Settlement.
- 11

12 28. A Request for Exclusion shall not be effective unless it provides all of the required

13 information in paragraph 27, complies with the requirements in this Order, and is postmarked and

14 mailed to the Settlement Administrator by the Opt-Out Date, as set forth in the notice to the

15 Settlement Class.

16

17 29. Any Settlement Class Member who does not submit a timely and valid written

18 Request for Exclusion shall be bound by the Settlement Agreement, including all releases therein,

19 as well as all proceedings, orders, and judgments in the Litigation, even if the Settlement Class

20 Member has previously initiated or subsequently initiates individual litigation or other proceedings

21 encompassed by the Released Claims, and even if such Settlement Class Member never received

22 actual notice of the Litigation or the proposed Settlement.

23

24 30. Settlement Class Members that submit valid and timely Requests for Exclusion shall

25 not receive any benefits of and shall not be bound by the terms of the Settlement Agreement

26 (including the releases therein), will not be bound by any further orders or judgments entered for or

27 against the Settlement Class, and will preserve their right to independently pursue any claims they

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1 may have against Defendants.

2 31. The Settlement Administrator shall promptly log each Request for Exclusion that it
3 receives and promptly notify Class Counsel and Defendants' Counsel as soon as is practicable
4 following receipt of any Requests for Exclusion.

5 32. The Settlement Administrator shall furnish Class Counsel and Defendants' Counsel
6 with copies of any and all Requests for Exclusions, objections, notices of intention to appear, and
7 other communications that come into its possession (except as otherwise expressly provided in the
8 Settlement Agreement) as soon as is practicable following receipt.

9 33. Within seven (7) days after the Opt-Out Date, the Settlement Administrator shall
10 provide a final report to the Parties' Counsel summarizing the number of Requests for Exclusion
11 (i.e., requests to opt out), a list of all individuals who have timely and validly excluded themselves
12 from the Settlement in accordance with the requirements of the Settlement and this Order, and any
13 other information requested by the Parties' Counsel. This report must be supplemented as
14 appropriate to account for timely opt-outs not yet received by the Settlement Administrator prior to
15 the creation of the report described herein. Class Counsel shall file the opt-out list and the
16 declaration of the Settlement Administrator attesting to the accuracy of such list with the Court no
17 later than ten (10) days before the Final Approval Hearing.

18 34. To effectuate the Settlement and the Notice Plan, the Settlement Administrator shall
19 be responsible for: (a) establishing a post office box (to be identified in the Long Form Notice, the
20 Short Form Notice and on the Settlement Website), an e-mail address, a toll-free interactive voice
21 response telephone system, and a Settlement Website for purposes of communicating with
22 Settlement Class Members; (b) effectuating the Notice Plan; (c) accepting and maintaining
23 documents sent from Settlement Class Members, and other documents relating to the Settlement
24 and its administration; (d) calculating and distributing each Authorized Claimant's Claim Payment;

1 (e) determining the timeliness and validity of all Requests for Exclusion received from Settlement
2 Class Members; (f) providing within seven (7) days after the Opt-Out Date a final report to Parties'
3 Counsel identifying number and individuals who timely and validly submitted Requests for
4 Exclusion from the Settlement; (g) preparing the opt-out list and a declaration attaching and
5 attesting to the accuracy of such list, and providing the same to Class Counsel and Defendants'
6 Counsel; (h) providing Class Counsel and Defendants' Counsel with copies of any Requests for
7 Exclusion (including all documents submitted with such requests); and (i) fulfilling all other duties
8 and obligations as set forth in the Settlement.
9

10 35. All costs incurred by the Settlement Administrator in effectuating the Notice Plan
11 and administering the Settlement, including any Taxes and Notice and Administration Costs, shall
12 be paid from the Settlement Fund, pursuant to the Settlement Agreement without further order of
13 the Court.
14

15 36. The Settlement Administrator shall maintain a copy of all paper communications
16 related to the Settlement for a period of one (1) year after distribution of Claim Payments to
17 Authorized Claimants, and shall maintain a copy of all electronic communications related to the
18 Settlement for a period of two (2) years after the distribution, after which time all such materials
19 shall be destroyed, absent further direction from the Parties or the Court.
20

21 37. The Court preliminarily approves the establishment of the Settlement Fund Account
22 defined in the Settlement Agreement as a qualified settlement fund pursuant to Section 468B of the
23 Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated
24 thereunder.

25 38. Neither the Settlement Agreement, whether or not it shall become final, nor any
26 negotiations, documents, and discussions associated with it, nor the Final Approval Order and
27 Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a)
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1 any violation of any statute or law or of any liability or wrongdoing by Defendants or any Released
2 Party; (b) the truth of any of the claims or allegations alleged in the Litigation; (c) the incurrence of
3 any damage, loss, or injury by any Person; or (d) the propriety of certification of a class other than
4 solely for the purposes of the Settlement. All rights of Plaintiffs and Defendants are reserved and
5 retained if the Settlement does not become final in accordance with the terms of the Settlement
6 Agreement.

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8 39. Class Counsel shall file their motions for payment of attorneys' fees and expenses
9 (i.e., the Fee and Expense Application), Plaintiffs' service awards, and final approval of the
10 Settlement no later than forty-five (45) after the Notice Date. Any reply memoranda in support of
11 the motions shall be filed no later than forty-five (45) days after the Notice Date.

12
13 40. If the Settlement is approved by the Court following the Final Approval Hearing, a
14 Final Approval Order and Judgment will be entered as described in the Settlement Agreement.

15 41. The Court may, for good cause, extend any of the deadlines set forth in this Order
16 without notice to Settlement Class Members, other than which may be posted at the Court or on the
17 Settlement Website.

18 42. This Order shall become null and void and shall be without prejudice to the rights of
19 Plaintiffs and Defendants, all of which shall be restored to their respective positions existing
20 immediately before this Court entered this Order, if the Settlement is not finally approved by the
21 Court or is terminated in accordance with the terms of the Settlement. In such event, the Settlement
22 shall become null and void and be of no further force and effect, and neither the Settlement
23 (including any Settlement-related filings) nor the Court's orders, including this Order, relating to
24 the Settlement shall be used or referred to for any purpose whatsoever.

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26 43. If the Settlement is not finally approved or there is no Effective Date under the
27 terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used
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1 as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing,
 2 breach, or liability; shall not be construed or used as an admission, concession, or declaration by or
 3 against any Settlement Class Representative or any other Settlement Class Member that his or her
 4 claims lack merit or that the relief requested is inappropriate, improper, unavailable; and shall not
 5 constitute a waiver by any party of any defense (including without limitation any defense to class
 6 certification) or claims he or she may have in this Litigation or in any other lawsuit.

8 44. If the Settlement is not finally approved or there is no Effective Date under the
 9 terms of the Settlement, the Court will modify any existing scheduling order to ensure that the
 10 Parties will have sufficient time to prepare for the resumption of litigation.

11 45. Unless a time period is specified in “business days,” which shall mean Monday,
 12 Tuesday, Wednesday, Thursday, and Friday, excluding holidays observed by the U.S. federal
 13 government, the word “days,” as used herein, means calendar days. In the event that any date or
 14 deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline
 15 shall be deemed moved to the first business day thereafter.

17 46. The schedule of events referenced above should occur as follows:

<u>Event</u>	<u>Deadline</u>
CAFA Notice pursuant to 28 U.S.C. § 1715(b)	Within 10 days of filing of motion for preliminary approval
Notice Date	30 days after Preliminary Approval Granted
Applications for service award and Attorneys’ Fees and Expenses	45 days after Notice Date
Objection and Opt-Out Deadline	60 days after Notice Date
Claims Deadline	90 days after Notice Date
Final Approval Motion and response to any objections	28 days before Final Approval Hearing

1 2	Deadline to submit notices of appearance at the Final Approval Hearing	28 days before Final Approval Hearing
3 4 5 6	Claims Administrator submits declaration (1) stating the number of claims, requests for exclusion, and objections to date and (2) attesting that Notice was disseminated in a manner consistent with the Settlement Agreement or otherwise required by the Court.	10 days before Final Approval Hearing
7 8	Final Approval Hearing	No earlier than 90 days after Notice Date
9	Award Issuance Date	Begins 14 days after Effective Date

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Dated: _____

 Hon. Susan Illston
 United States District Judge