

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

LINDA SUCHANEK, et. al., individually	)	
and on behalf of others similarly situated,	)	
	)	
Plaintiffs,	)	Case No. 3:11-cv-00565-NJR-RJD
	)	
v.	)	
	)	
STURM FOODS, INC., and	)	
TREEHOUSE FOODS, INC.,	)	
	)	
Defendants.	)	

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**MEMORANDUM IN SUPPORT OF PLAINTIFFS’ MOTION FOR  
PRELIMINARY APPROVAL OF CLASS SETTLEMENT**

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**INTRODUCTION**

This Settlement is the culmination of eight years of litigation resulting in a \$25 million Settlement Fund with no right of reversion, which will provide money to consumers in eight states who purchased Defendants’ Grove Square Coffee (“GSCs”) during the Class period. These consolidated actions alleged Defendants’ packaging of its GSCs were misleading or tended to mislead a reasonable consumer acting under reasonable circumstances, thereby violating each state’s consumer protection statute. Defendants denied and continue to deny any liability.

This monetary payment will provide meaningful relief to any class member

who submits a valid claim. Under the Settlement's Plan of Allocation, the Class and each of the sub-classes, will share the Settlement based on a formula which considers the alleged injury to each class member and the relief available under his or her state consumer protection statute. As the names and addresses of the harmed consumers are not known, Plaintiffs' counsel has devised a robust notice plan to inform class members of the Settlement.

Plaintiffs filed this action over eight years ago. Defendants have vigorously fought the allegations in this case throughout. Initially, Defendants were successful in defeating class certification and obtaining summary judgement against each of the class representatives. After a successful appeal to the Seventh Circuit, Plaintiffs continued to litigate against the Defendants who continued to oppose class certification. Eventually Plaintiffs obtained class certification, from which Defendants unsuccessfully attempted an interlocutory appeal.

Defendants then attempted to strike Plaintiffs experts and also moved to decertify the class. The week before trial, Defendants again moved to decertify one group of the Plaintiff subclasses, those who purchased the modified packaging of the product. Again, Defendants' attempt to decertify the Class was unsuccessful. The case has been vigorously fought before this Court, the Seventh Circuit, literally all the way to the day-of-trial, only resolving two days before a jury was to be seated. Months later, the Parties were required to seek the Court's guidance in

order to reduce the Settlement to writing. Plaintiffs assert that the monetary relief obtained through this Settlement significant for the Class.

The Settlement was the product of extensive arms-length negotiation with the assistance of retired Judge O'Connell, following earlier mediations with retired Judge Norton and, separately, with one magistrate judge from the Southern District of Illinois. These mediations followed years of contentious litigation involving fact and expert discovery. In fact, even after reaching agreement on the settlement's main terms, it took several months for the parties to submit the written settlement agreement. See Doc. 438.

In light of the litigation risks further prosecution of this action would inevitably entail, it is proper for the Court to: (1) preliminarily approve the proposed Settlement; (2) approve the proposed form and method of notice to the Class (and sub-classes); and (3) schedule a hearing at which the Court will consider final approval of the Settlement.

### **THE CLAIMS IN THE CASE**

Plaintiffs alleged Defendants sold their GSCs to a targeted consumer, a Keurig user, who up until the launch of the GSCs, had a choice of 100% ground coffee or other coffee products with a filter for use in their Keurig brewer. Defendants' GSCs, however, contained at least 96% instant coffee with no filter, a type of product that Plaintiffs allege a Keurig consumer would not expect to use in

his or her brewer. Plaintiffs alleged that Defendants sale of the GSCs violated the consumer protection statutes of the following states: (1) Alabama; (2) California; (3) Illinois; (4) New Jersey; (5) New York; (6) North Carolina; (7) South Carolina; and (8) Tennessee.

Defendants denied all wrong doing and continue to deny any wrongdoing. Defendants further assert they have valid defenses to Plaintiffs' claims and claimed damages.

### **THE ACTION**

On June 28, 2011, Linda Suchanek filed a class action complaint (Case No. 3:11-cv-00565-NJR-RJD) against Sturm Foods, Inc. and Treehouse Foods, Inc., ("Defendants") in the United States District Court for the Southern District of Illinois as representative of a putative class asserting violation of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA").

Thereafter, several other Plaintiffs including Edna Avakian, Carol Carr, Paula Gladstone, and Richard McManus, filed complaints alleging violation of other states' consumer protection statutes against these same Defendants. Eventually, those other complaints were consolidated in the Southern District of Illinois and an Amended Complaint was filed on May 2, 2012. Plaintiffs Charles Cardillo, Ben Capps, Deborah Dibenedetto, and Carol Ritchie were added as additional class representatives to the Amended Complaint. Doc. 53. Collectively,

Avakian, Capps, Cardillo, Carr, DiBenedetto, Gladstone, McManus, Ritchie, and Suchanek, are referred to herein as “Class Representatives”.

The litigation included contentious discovery that eventually included production of more than thirty thousand pages of documents, lengthy expert reports of several different experts, several rounds of expert depositions, and depositions of multiple other fact-witnesses.

On January 7, 2013, Plaintiffs filed a Motion to Certify Class and supporting documentation. Doc. 99-101. Defendants opposed class certification, Doc. 108-109, and also filed a motion for summary judgment. After hearing oral argument, the Court denied the Motion to Certify Class, Doc. 138, and thereafter, denied Plaintiffs’ Motion for Reconsideration. Doc. 161. The Court also granted Defendants’ Motion for Summary judgment Doc. 161; Plaintiffs timely filed a Notice of Appeal from both orders. Doc. 163.

On appeal, the Seventh Circuit reversed the denial of class certification and the granting of summary judgment and remanded the action for further proceedings. Doc. 176. After remand, the parties conducted further expert related discovery. On December 16, 2015, Plaintiffs filed a renewed Motion to Certify and supporting materials. Doc. 186-188. Defendants opposed class certification, Doc. 192, and filed several motions to strike Plaintiffs’ experts. Doc.194-197. On July 9, 2015, the Court heard the Motion for Class certification as well as the

motions to strike experts. Doc. 236. On November 3, 2015, the Court granted in part and denied in part the Motion to Certify Class. Doc. 247.

On November 17, 2015, Class Representatives filed a Second Amended Complaint. Doc. 248. The Court then approved a Joint Notice Plan Doc. 260. The Court ordered a joint settlement conference for March 22, 2017, Doc. 272, which was unsuccessful. The parties then engaged in extensive motion practice anticipating a trial date in the spring or summer of 2017. After the trial date was continued, the parties completed joint briefing regarding trial procedures at the direction of the Court. Doc. 327.

The case was then set for trial to begin in January of 2019. Accordingly, the Court ordered another mediation to take place. Doc. 336. That mediation took place in November of 2018 and was not successful. The Court eventually moved the trial date to May 13, 2019. The parties continued to discuss settlement, attending another mediation conference with retired Judge O'Connell in March of 2019. Although that session was not successful, the parties continued to discuss settlement, and on May 8, 2019, just two days before picking a jury, the parties accepted a proposal recommended by the mediator. Doc. 420.

### **THE TERMS OF THE PROPOSED SETTLEMENT**

In exchange for the dismissal with prejudice of the Action and for entry of the Final Order as provided for in the Settlement Agreement, Defendants will make

available to Settlement Class Members the benefits described below (the “Settlement Benefits”).

Defendants will deposit \$25,000,000 (the “Gross Settlement Amount”) in an interest-bearing settlement account (the “Gross Settlement Fund”). The Gross Settlement Fund will be used to pay the approved class participants’ recoveries as well Class Counsel’s Attorneys’ Fees and Costs, Administrative Expenses of the settlement, and Class Representatives’ Compensation as described in the Settlement Agreement. Defendants have further agreed that there will be no reversion if any funds go unclaimed. Instead, if there are any unclaimed funds they will be subject to a one time pro rata redistribution to members of the classes that submitted valid claims, and if any further unclaimed funds remain, be distributed *cy pres* subject to the Court’s discretion.

#### **NOTICE AND CLASS REPRESENTATIVES’ COMPENSATION**

The notice costs and all costs of administration of the Settlement will come out of the \$25,000,000 Gross Settlement Amount. Incentive payments to the nine Named Plaintiffs in an amount to be approved by the Court will also be paid out of the Gross Settlement Fund. Plaintiffs’ counsel will seek \$10,000 for all Named Plaintiffs except McManus. Because of the additional time and effort McManus spent on the litigation, including but not limited to attending four separate

mediations, Plaintiffs' counsel will seek \$25,000 for him.<sup>1</sup> "Incentive awards are justified when necessary to induce individuals to become named representatives." *In re Synthroid Marketing Litig.*, 264 F.3d 712, 722-23 (7<sup>th</sup> Cir. 2001)

This amount is well in line with precedent recognizing the value of individuals stepping forward to represent class — particularly in a case, like the present, where the potential benefit to any individual does not outweigh the cost of prosecuting the claim and there are significant risks, including the risk of no recovery, and the risk of uncompensated time and energy devoted to a lawsuit with uncertain prospects for success.

Indeed, early on in the litigation, Defendants were successful in having this matter dismissed. Nonetheless, all Named Plaintiffs remained dedicated to prosecuting this action and several were willing to attend the trial in person. Others, because of health issues, were willing to testify at trial via a video feed. All of the Named Plaintiffs met with Class counsel in order to prepare for their trial testimony. Further, the total award requested for the Named Plaintiffs represents only 0.0042 percent of the Settlement Fund. See *Beesley v. Int'l Paper Co.*, 2014 U.S. Dist. LEXIS 12037, \*13–14 (S.D.Ill. Jan. 31, 2014)(J. Herndon) (Approving Named Plaintiff Compensation of \$25,000 each to six surviving named plaintiffs in

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<sup>1</sup>When Plaintiffs' counsel moves for final approval of the Settlement Agreement, they will submit declarations from each named Plaintiff discussing his or her role in the litigation and time spent in pursuing this litigation. Plaintiff McManus' time in pursuing this litigation is nearly three times the amount of any other named plaintiff.



401(k) fee settlement).

### **NO SECOND OPT OUT SHOULD BE ALLOWED**

As this Court previously noted when certifying the Class, individual “litigation is not even a realistic alternative. The Court estimates that the value of each class member’s claim is somewhere in the ballpark of \$10. And ‘only a lunatic or a fanatic sues for [\$10].’ *Carnegie v. Household Int’l, Inc.*, 376 F.3d 656, 661 (7<sup>th</sup> Cir. 2004).” Doc. 247 at p. 39 of 52.

The Class previously received Notice of this lawsuit in 2016, and not surprisingly, no class member opted out of this action. Notice at that time informed Class members:

By doing nothing, you are staying in the Class and will be bound by any judgment at trial. Keep in mind that if you do nothing now, you will not be able to separately sue Defendants – as part of any other lawsuit – about the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action. You must exclude yourself to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants about the subject matter of this lawsuit.

Now that this action has settled, Rule 23(e)(4) grants the Court discretion in determining to approve the settlement, whether to allow the Class a second opt-out opportunity. Nonetheless, “[t]here is no presumption that a second opt-out opportunity should be afforded. That question is left entirely to the Court’s discretion.” *2003 Report of the Judicial Conference, Committee on Rules of*

*Practice and Procedure.*

After litigating these lawsuits for over eight years, Plaintiffs’ urge the Court to approve the settlement agreement without a second opportunity to opt-out, as to do so, “might inject additional uncertainty into [the] settlement and create opportunities unrelated to the purpose of the second opt-out, potentially defeating some settlements and making others more costly.” *Manual for Complex Litigation* (4<sup>th</sup>) § 22.611 at p. 313. See *Denney v. Deutsche Bank AG*, 443 F.3d 253, 271 (2d Cir. 2006) (Neither due process nor Rule 23 . . . requires a second opt-out period and requiring a second opt-out as a blanket rule would disrupt settlement proceedings because no certification would be final until after a settlement had been reached). Defendants agree a second opt out opportunity should not be allowed.

In sum, after more than eight years of contentious litigation, Plaintiffs urge the Court to approve the settlement without a second opportunity to opt-out, as the particular circumstances of this consumer fraud litigation involving an \$8 product do not warrant this extraordinary opportunity, and to do so, could potentially disrupt the settlement process by introducing uncertainty.

**ATTORNEYS’ FEES AND COSTS**

Class Counsel will request attorneys’ fees to be paid out of the Gross Settlement Fund in an amount not more than one-third of the Gross Settlement

Amount, or \$8,325,000, as well as reimbursement of actual costs incurred which Plaintiffs' counsel estimates not to exceed \$550,000. Judges in this District have awarded a one third fee in complex class actions. *Spano v. Boeing Company*, 2016 WL 3791123 (S.D.Ill. March 31, 2016) (J. Rosenstengel); *Abbott v. Lockheed Martin Corp.*, 2015 U.S. Dist. LEXIS 93206, \*7 (S.D.Ill. July 17, 2015)(J. Reagan) citing *Beesley v. Int'l Paper Co.*, 2014 U.S. Dist. LEXIS 12037, \*7 (S.D.Ill. Jan 31, 2014)(J. Herndon); *Will v. General Dynamics Corp.*, 2010 U.S. Dist. LEXIS 123349, \*9 (S.D.Ill. Nov. 22, 2010)(J. Murphy).

Class Counsel will not seek fees on any interest earned on the Gross Settlement Amount. A formal application for attorneys' fees and costs and for named plaintiff awards will be made at least 30 days prior to the deadline for class members to file objections to the Settlement.

### **GENERAL GOVERNING PRINCIPLES**

In determining whether preliminary approval is warranted, the sole issue before the Court is whether the proposed settlement is within the range of what might be found fair, reasonable, and adequate, so that notice of the proposed settlement should be given to class members and a hearing scheduled to consider final approval. The proposed agreement is viewed "in a light most favorable to settlement." *Isby v. Bayh*, 75 F.3d 1191, 1199 (7th Cir. 1996).

The Court reviews the proposal preliminarily to determine whether it is

sufficient to warrant public notice and a hearing. If so, the final decision on approval is made after the hearing. *Manual for Complex Litigation, Fourth*, §13.14, at 172-73 (Fed. Jud. Ctr. 2004) (“Manual Fourth”). The Court is not required at this point to make a final determination.

The Court must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms and must direct the preparation of notice of the proposed settlement, and date of the final fairness hearing. *Id.* § 21.632, at 321. Preliminary approval is the first step in a two-step process required before a class action may be finally settled. *Id.* at 320. Courts first make a preliminary evaluation of the fairness of the settlement, prior to notice. *Id.* at 320-21.

In some cases this initial assessment can be made on the basis of information already known to the court and then supplemented by briefs, motions and an informal presentation from the settling parties. *Id.* There is an initial strong presumption that a proposed class action settlement is fair and reasonable when it is the result of arms-length negotiations. *Great Neck Capital Appreciation Inc. Partnership, L.P. v. PricewaterhouseCoopers, LLP*, 212 F.R.D. 400, 410 (W.D.Wis. 2002); *see also Newberg on Class Actions* §11.41 at 11-88 (3d ed. 1992). Without a doubt, the proposed Settlement here is the result of lengthy, contentious and complex arms-length negotiations between the parties.

Plaintiffs' counsel is experienced and thoroughly familiar with the factual and legal issues presented. Courts recognize that the opinion of experienced and informed counsel supporting settlement is entitled to considerable weight. *Isby*, 75 F.3d at 1200. Class Counsel is experienced in class action litigation generally and, in particular, class litigation arising under the laws of several different states. It is Class Counsel's opinion that the proposed Settlement is fair and reasonable. All of the Class Representatives are in favor of the Settlement.

“Once the judge is satisfied as to the . . . results of the initial inquiry into the fairness, reasonableness, and adequacy of the settlement, notice of a formal Rule 23(e) fairness hearing is given to the class members.” Manual (Fourth) § 21.633, at 321. Preliminary approval permits notice of the hearing on final settlement approval to be given to the class members, at which time class members and the settling parties may be heard regarding final approval. *Id.* at 322.

As explained below, the proposed Settlement falls squarely within the range of reasonableness warranting preliminary approval of the Class Notice apprising class members of the Settlement and setting a hearing on final approval. “The temptation to convert a settlement hearing into a full trial on the merits must be resisted.” *Mars Steel Corp. v. Continental Ill/ Nat'l. Bank & Trust Co. of Chicago.*, 834 F.2d 677, 684 (7th Cir. 1987). “The very purpose of a compromise is to avoid the trial of sharply disputed issues and to dispense with wasteful litigation.”

*McDonald v. Chicago Milwaukee Corp.*, 565 F.2d 416, 426 (7th Cir. 1977).

A settlement is fair to the plaintiffs in a substantive sense “if it gives them the expected value of their claim if it went to trial, net of the costs of trial.” *Id.* at 682. Here, Defendants sold approximately 830,000 units of their GSCs during the Class period in the eight states at issue. Defendants sold units in both 12 count and 18 count boxes with an average sale price of approximately \$8.00 per unit, resulting in alleged retail out-of-pocket damages of slightly more than \$6.273 million as calculated by Plaintiff’s damages expert. See Doc. 272-2, ¶ 5, at p. 4 of 14. The damages expert also calculated price premium out-of-pocket damages of approximately \$5.415 million. *Id.* at ¶ 12, at p. 7 of 14.

In sum, the \$25 million settlement, therefore, represents a fourfold increase above the Class’ retail out-of-pocket damages and almost a fivefold increase above the price premium out-of-pocket damages.<sup>2</sup>

#### **THE PLAN OF ALLOCATION ACCOUNTS FOR DIFFERENCES UNDER STATE LAW**

In determining whether a class action settlement is fair, reasonable, and adequate, the Court must also evaluate whether the allocation of funds among class

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<sup>2</sup> Based upon the peculiarities of each state’s laws, Plaintiffs sought actual damages and trebling under the laws of California, Illinois, New Jersey, North Carolina, South Carolina and Tennessee for the subclasses of those states. For the Alabama subclasses Plaintiffs sought \$100 per violation as allowed under that state’s statute; for the New York subclasses, Plaintiffs sought \$50 and/or \$500 per violation as allowed under that state’s statute.

members is reasonable and equitable. *Summers v. UAL Corp. ESOP Comm.*, No. 03 C 1537, 2005 WL 3159450, at \*2 (N.D. Ill. Nov. 22, 2005). See also *Schulte v. Fifth Third Bank*, No. 09-cv-6655, 2010 WL 8816289, at \*3-4 (Sept. 10, 2010) (examining allocation of funds as part of the preliminary approval process); *Retsky Family Ltd. P'ship v. Price Waterhouse LLP*, No. 97 C 7694, 2001 WL 1568856, at \*3 (N.D. Ill. Dec. 10, 2001) (“The same standards of fairness, reasonableness and adequacy that apply to the settlement apply to the Plan of Allocation.”)

Moreover, Rule 23(e)(2)(D) contains the requirement that “the proposal treats class members equitably relative to each other.” As the notes explain, paragraph (D) calls attention to a concern that may apply to some class action settlements—inequitable treatment of some class members vis-a-vis others, i.e., whether the apportionment of relief among class members takes appropriate account of differences among their claims.

The Plan of Allocation (“POA”) satisfies the foregoing requirements. The class members in Alabama will receive the greater of actual damages up to \$100 as allowed under that state’s statute. See *Ala. Code* § 8-19-5. The class members in New York will receive \$275, which represents the average amount of recovery under its two statutes. See *New York General Business law* § 349(h) and § 350(e).<sup>3</sup>

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<sup>3</sup> This amount would recognize that the New York subclasses sought \$50 and/or \$500 per violation under that state’s law, and that an election of remedy might have had to have been made at trial to preclude double recovery.

The deceptive trade practices acts of the other six states at issue, however, only provide for actual damages that are trebled either automatically, by the court's discretion, or under other appropriate circumstances.

As the average cost of the Grove Square Coffees ("GSCs") approximated \$8, the POA for these six states provides for trebling of the purchase price up to \$25 per purchase. The POA limits purchases in those states to three per consumer, up to a maximum of \$75 per claim, in order to prevent potential fraud. The claims in Alabama and New York are limited to one per consumer regardless of the number of GSCs purchased, as case law supports the assertion that the statutory damages are per consumer and not per transaction.

A reasonable plan of allocation may consider "the strengths and weaknesses of the claims of the various types of class members." *In re Cabletron Sys. Sec. Litig.*, 239 F.R.D. 30, 35 (D.N.H. 2006). In addition, in determining whether a plan of allocation is fair and reasonable, courts give great weight to the opinion of experienced counsel. See *In re Advanced Battery Techs., Inc. Sec. Case 1:13-cv-12544-WGY 17 Litig.*, 298 F.R.D. 171, 180 (S.D.N.Y. 2014) ("When evaluating the fairness of a plan of allocation, courts give weight to the opinion of qualified counsel."); see also, *In re Giant Interactive Grp., Inc.*, 279 F.R.D. 151, 163 (S.D.N.Y. 2011) ("In determining whether a plan of allocation is fair, courts look primarily to the opinion of counsel.").



Because this is a consumer fraud case and the class members are unknown, the claims rate for this type of settlement is typically low. In September of 2019, the Federal Trade Commission (“FTC”) published a staff report entitled *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns*. After collecting data on 149 consumer class actions from seven different claims administrators, the report showed the median claims rate in these type cases to be 9%. The weighted mean claims rate, which took into account the number of class members who received settlement notifications, was 4%. See FTC Report, Section 2.1, Summary of Results, at p. 11.<sup>4</sup>

Based upon sales of 830,000 units of GSCs during the Class period, and using the FTC’s median and weighted claims rate percentages, projected claims in this action could vary from 33,200 to 74,700 claims. Class counsel is optimistic that the robust Notice Plan they have proposed, will result in a higher claims rate because of advances in technology and the emergence of social media, but counsel is also cognizant of the FTC’s historical data.

As currently drafted, the POA provides relief to each consumer from each state who submits a valid claim, ranging from a low of \$25 to a maximum of \$275. If there are additional funds remaining in the net settlement fund after the payment of valid claims and other expenses, the POA calls for a one time pro rata

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<sup>4</sup> Half of the settlements in the FTC report involved median compensation of \$69 or more, while a quarter of them provided median compensation of \$200 or more. Id.

redistribution to claimants who submitted valid claims. There are also provisions for a *cy pres* distribution if any unclaimed monies remain.

To the extent there are insufficient funds to pay all valid claims, and the net settlement fund is oversubscribed, KCC, acting as Settlement Administrator, has discretion under the Settlement Agreement to make pro rata adjustments to the payouts. Plaintiffs counsel could also seek direction from the Court regarding the manner in which payouts should be reduced to ensure all valid claims are paid some multiple of claimant's actual out of pocket expense.<sup>5</sup>

#### **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

As noted, in evaluating whether a class action settlement is fair, reasonable and adequate, “the factors which a district judge should consider are well established: the strength of the plaintiffs’ case on the merits measured against the terms of the settlement; the complexity, length and expense of continued litigation; the degree of opposition to the settlement; the presence of collusion in gaining settlement; the opinion of competent counsel as to the reasonableness of the settlement; and the stage of the proceedings and the amount of discovery completed.” *Donovan v. Estate of Fitzsimmons*, 778 F.2d 308 (7th Cir. 1985).

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<sup>5</sup> For example, if the New York claimants file a large number of claims that would exhaust the net settlement fund at a payment of \$275 per claim, instead of a pro rata reduction among all claimants, the payout for those claimants could be reduced by some percentage.

## **THE STRENGTH OF PLAINTIFFS' CASE ON THE MERITS**

As discussed above, Plaintiffs alleged Defendants packaging of its GSCs were misleading or tended to mislead a reasonable consumer acting under reasonable circumstances, thereby violating each of the eight at-issue state's consumer protection statutes. Class Counsel continues to believe in the merits of these claims. Defendants denied and continue to deny any liability.

There were several legal obstacles and defenses which render recovery in this case uncertain, and, if there is a recovery, affect the amount. For each state there were two separate subclasses, i.e., consumers who purchased the original packaging and consumers who purchased the modified packaging. It is conceivable, therefore, that Plaintiffs could have succeeded at trial on behalf of one subclass, on behalf of both subclasses, or on behalf on no subclass if there were a Defendants' verdict.

Additionally, although all of the state consumer protection statutes employed the objective consumer standard, there were variations among the state laws regarding burdens of proof and class wide presumptions for reliance and/or proximate cause. Thus, Plaintiffs could have succeeded on their claims in some states while their claims failed in other states. Accordingly, the range of possible outcomes at trial varied significantly.

Finally, Defendants, among other things, argued to the Court and would have argued on appeal issues involving proximate cause and reliance, and that any Plaintiffs' verdict would be unprecedented and violate their due process rights. After eight years of litigation, which already involved one trip to the appellate court, neither side was excited by the prospect of further drawn out litigation and its uncertainty.

### **THE COMPLEXITY, LENGTH AND EXPENSE OF CONTINUED LITIGATION**

The instant multistate lawsuit has been quite contentious and has been pending more than eight years. The trial was expected to last approximately eight days and involve testimony from more than twenty witnesses. This litigation has already made its way to the Seventh Circuit one time, and depending on what happened at trial, additional years of appeal would have been likely.

### **THE ABSENCE OF COLLUSION**

The Settlement with Defendants was the result of intense negotiations, including years of negotiations between the parties with the aide of a Magistrate Judge and two different private mediators. Settlement discussions with all parties were fully informed as a result of detailed adversarial factual discovery as well as voluminous briefing and memoranda prepared by the parties on all contested legal issues. The negotiations were vigorous and both sides argued their respective

positions strenuously. The resulting Settlement was undeniably the product of arms-length bargaining.

**THE OPINION OF COMPETENT COUNSEL AS TO THE REASONABLENESS OF THE SETTLEMENT**

Class Counsel is experienced and competent. During oral argument at the Seventh Circuit, Chief Judge Wood stated “[y]ou’ve got good class lawyers.” You know, adequacy of representation question. . .” Doc. 411-1 at p. 8 of 14. Class Counsel believes the settlement to be fair and reasonable in light of the procedural and substantive risks Plaintiffs would face if litigation were to continue.

**THE STAGE OF THE PROCEEDINGS AND THE AMOUNT OF DISCOVERY COMPLETED**

Plaintiffs conducted a very substantial amount of discovery. Defendants and third-parties provided Counsel over thirty-three thousand pages of documents. Each document was electronically indexed and sorted, and thereafter individually examined, analyzed and cataloged by an attorney. Class Counsel also reviewed and analyzed additional documents provided by Named Plaintiffs and other documents obtained from third party subpoenas.

Plaintiffs retained both a marketing expert and a damages expert. These experts examined and analyzed relevant documents and data, and provided opinions based on the record and their experience. Defendants hired four different experts for their defense. Between both sides, approximately twenty-five

depositions were taken.

### **THE PROPOSED NOTICE PLAN IS ADEQUATE**

The Court has already approved one Notice Plan. Doc. 260. Plaintiffs have once again hired KCC, a leading class action administration firm, to put together the new Notice Plan for settlement of this lawsuit. Attached hereto as Exhibit "A," is a Declaration from Carla Peak which generally discusses the class action experience of KCC, and further, specifically sets forth the proposed Notice Plan in detail. As noted, KCC has handled the notice and claims administration of many other consumer class cases.

Due process and Rule 23(e) do not require that each Class Members receives notice, but does require that class notice be “reasonably calculated to reach most interested parties.” *In re AT&T Mobility Wireless Data Services Sales Tax Litig.*, 789 F.Supp.2d 935, 968 (N.D.Ill. 2011) (internal quotations omitted). “Notice is adequate if it may be understood by the average class member.” *Wal-Mart Stores Inc. v. Visa USA Inc.*, 396 F.3d 96, 114 (2d Cir. 2005)(internal quotations and citations omitted).

“Notice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 172 (1974). “Individual notice must be provided to those class members who

are identifiable through reasonable effort.” *Id.* at 175. Here, the class members are unknown consumers, so Notice has necessarily focused on various forms of publication.

Here, the proposed form and method of notice of proposed settlement satisfy all due process considerations and meet the requirements of Fed. R. Civ. P. 23(e)(1). The proposed Publication Form and Long Form Notice are attached to the Class Action Settlement Agreement and to the Motion for Preliminary Approval. The proposed Notice will fully apprise Settlement Class members of the existence of the lawsuit, the proposed Settlement, and the information they need to make informed decisions about their rights, including (i) the terms and operation of the Settlement; (ii) the nature and extent of the release, (iii) the maximum counsel fees that will be sought; (iv) the procedure and timing for objecting to the Settlement and the right of parties to seek limited discovery from objectors; (v) the date and place of the fairness hearing; and (vi) the website on which the full settlement documents, and any modifications to those documents, will be posted.

The Notice Plan consists of multiple components designed to reach class members. KCC's Notice Plan includes a detailed analysis of the makeup of the class. The target audience of the class is analyzed in complete detail and education, income, gender, and other household information is taken into account in formulating the best means of delivering notice. Moreover, as the class

members are from eight states, the population of those states is specifically taken into account in estimating the number of potential members of the targeted audience.

Class members will receive Notice through an 80% reach nationwide media campaign which will include three press releases, a 3/10-page ad in *Parade*, and a 1/3-page ad in *People*. Class members will also receive notice of the settlement through a dedicated internet campaign of Internet Banner Ads in the relevant states. The Notice Plan will purchase 187,168,500 million unique impressions of internet banners over a 60 day period. Some of the sites where they will appear include Google Display Network, Facebook, Instagram, Reddit, Twitter, YouTube, BidTellec, Google/Bing/Yahoo Paid Search. Further, there will be geotargeting of consumers who visit existing retailers where the GSC product was sold. Notice will also include newspaper print in certain states.

Class Counsel will update the existing dedicated website still in existence from the first Notice to include settlement information. A link to that website will appear on Class Counsel's website. MRI data shows that the target audience speaks English 98.8% of the time most often, 91.3% have graduated from high school, and that 63.29% have attended college or beyond. Accordingly, non-English notice is not necessary in this lawsuit. Thus, the form of notice and proposed procedures for notice satisfy the requirements of due process and the



Court should approve the Notice Plan as adequate. *See* Newberg on Class Actions, § 8.34.

**CONCLUSION**

For all these reasons, Plaintiffs' Motion for Preliminary Approval of Class Settlement should be granted.

Respectfully submitted,

By: /s/ Peter H. Burke

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*ATTORNEYS FOR PLAINTIFFS*

#### CERTIFICATE OF SERVICE

I hereby certify that on the 11<sup>th</sup> day of October, 2019, the foregoing was filed electronically with the Clerk of Court and served by operation of the Court's CM/ECF system on all counsel of record.

Craig Fochler  
John F. Zabriskie  
Jaclyne D. Wallace  
Anne Marie Coghlan  
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/s/ Peter H. Burke

# EXHIBIT

“A”

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

LINDA SUCHANEK, RICHARD	)	
MCMANUS, CAROL CARR,	)	
PAULA GLADSTONE, EDNA	)	
AVAKIAN, CHARLES CARDILLO,	)	
BEN CAPPS, DEBORAH	)	
DIBENEDETTO, and CAROL	)	
J. RITCHIE, <i>on Behalf of Themselves and</i>	)	
<i>all Others Similarly Situated,</i>	)	
	)	
Plaintiffs,	)	Case No. 3:11-cv-00565-NJR-RJD
	)	
v.	)	Consolidated Cases:
	)	3:11-00889- NJR-PMF
STURM FOODS, INC., and	)	3:11-01035- NJR-PMF
TREEHOUSE FOODS, INC.,	)	3:11-01068- NJR-PMF
	)	3:12-00224- NJR-PMF
Defendants.	)	

**DECLARATION OF CARLA A. PEAK IN SUPPORT OF SETTLEMENT NOTICE PLAN**

I, Carla A. Peak, declare as follows:

1. My name is Carla A. Peak. I have personal knowledge of the matters set forth herein, and if called as a witness I could and would testify competently to them.

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

3. I am the Vice President of Legal Notification Services for KCC, LLC (“KCC”), a firm that specializes in comprehensive class action services, including legal notification, email and postal mailing campaign implementation, website design, call center support, class member data management, claims processing, check and voucher disbursements, tax reporting, settlement fund escrow and reporting, and other related services critical to the effective administration of class action settlements. With more than 30 years of industry experience,<sup>1</sup> KCC has developed efficient, secure and cost-effective methods to properly handle the voluminous data and mailings

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<sup>1</sup> KCC acquired Gilardi & Co. LLC in 2015. This Declaration combines the class action notice and administration experience of both firms.

associated with the noticing, claims processing and disbursement requirements of these matters to ensure the orderly and fair treatment of class members and all parties in interest. Since 1984, KCC has been retained to administer more than 6,000 class actions and distributed settlement payments totaling well over \$20 billion in assets.

4. KCC designed and implemented the Court-approved notice program in conjunction with class certification in this case. Details of that notice program may be found in the Declaration of Daniel Burke in Support of Class Action Notice Program (Dkt #257, A). This Declaration describes my experience, as well as KCC's experience. It also describes the proposed notice plan (the "Notice Plan" or "Notice Program") designed for this class action settlement, including why I believe it will be effective and will constitute the best notice practicable under the circumstances of this Settlement, pursuant to Fed. R. Civ. P. 23(c)(2)(B) ("Rule 23").

#### **EXPERIENCE**

5. KCC has administered class action administrations for such defendants as HP-Compaq, LensCrafters, United Parcel Service, Ford, Mitsubishi, Nissan, Whirlpool, ATI Video Cards, and Twentieth Century Fox. Further, KCC has been retained as the administrator in a variety of consumer matters. Some consumer case examples which KCC has been involved with include: *Eubank v. Pella Corporation*, No. 1:06-12-04481 (N.D. Ill.) (home windows); *Rikos v. The Procter & Gamble Co.* No. 11-cv-00226 (S.D. Ohio) (Align probiotics); *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litigation*, No. 1:15-cv-01364 (N.D. Ill.) (deck and concrete products); *In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation*, No. 1:06-cv-07023 (N.D. Ill.) (front-loading washing machines); *Lerma v. Schiff Nutrition International, Inc.*, No. 1:13-CV-07747 (N.D. Ill.) (glucosamine supplement); *Cobb v. BSH Home Appliances Corp.*, No. 8:10-CV-0711 (C.D. Cal.) (clothes washing machines); *Roberts v. Electrolux Home Products, Inc.*, No. 8:12-CV-01644 (C.D. Cal.) (clothes dryers); *Cappalli v. BJ's Wholesale Club, Inc.*, No. 1:10-CV-00407 (D. R.I.) (club memberships); *Stroud v. eMachines, Inc.*, No. CJ-2003-968 L (D. Ct. Cleveland Cnty, Okla.) (personal

computers); and *Shames v. The Hertz Corporation*, No. 07cv2174-MMA (S.D. Cal.) (rental car fees).

6. I have personally been involved in many of the largest and most significant cases, including *In re Anthem, Inc. Data Breach Litigation*, No. 5:15-md-02617 (N.D. Cal.), a national data breach class action involving approximately 79 million people who had personally identifiable information data stored on Anthem's databases; *In re: Skelaxin (Metaxalone) Antitrust Litigation*, No. 1:12-md-02343 (E.D. Tenn.), a multi-state antitrust settlement involving both third party payors and consumers that purchased or paid for the brand and generic version of the prescription drug metaxalone; *Chambers v. Whirlpool Corporation*, No. 8:11-cv-01733 (C.D. Cal.), a national product defect case involving class members who experienced or may experience the overheating of an automatic dishwasher control board; *In re Trans Union Corp. Privacy Litigation*, MDL No. 1350 (N.D. Ill.), perhaps the largest discretionary class action notice campaign involving virtually every adult in the United States and informing them about their rights in the \$75 million data breach settlement; and *In re Residential Schools Litigation*, No. 00-CV-192059 (Ont. S.C.J.), the largest and most complex class action in Canadian history incorporating a groundbreaking notice program to disparate, remote aboriginal persons qualified to receive benefits in the multi-billion dollar settlement.

7. In forming my opinions, I draw from my in-depth class action case experience. I have worked in the class action notification field for over 15 years. During that time, I have been involved in all aspects in the design and implementation of class action notice planning, as well as the drafting of plain language notice documents that satisfy the requirements of Rule 23 and adhere to the guidelines set forth in the *Manual for Complex Litigation, Fourth* and by the Federal Judicial Center ("FJC").

8. I have been involved with hundreds of cases, including the dissemination of notice around the globe in more than 35 languages. My c.v., attached as **Exhibit 1**, contains numerous judicial comments citing cases I have worked on, as well as articles I have written and speaking engagements where I have discussed the adequacy and design of legal notice efforts.

## NOTICE PLAN OVERVIEW

9. The proposed Notice Program utilizes paid notice placements in well-read consumer magazines, and on a variety of websites, to effectively reach the Class. The Notice Program is expected to reach approximately 80% of likely Class Members.<sup>2</sup> Reach will be further enhanced by a variety of supplemental media efforts as described below.

10. The expected reach of the Notice Program is consistent with other effective court-approved settlement notice programs and is designed to meet due process requirements. The FJC's Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (the "FJC Checklist") considers 70-95% reach among class members to be a "high percentage" and reasonable.

## NOTICE PROGRAM DETAILS

### *Class Definition*

11. The Class is defined as all persons or consumers that during the Class Period, from September of 2010, up through the date the case is certified and notice is disseminated, who purchased Defendants' Grove Square Coffee ("GSC") products in Alabama, California, Illinois, New Jersey, New York, North Carolina, South Carolina and Tennessee (the "Targeted States").

12. Excluded from the Class are: (a) Defendants' Board members or executive level officers, including its attorneys; (b) persons or entities who purchased the GSC primarily for resale; (c) retailers or resellers of the GSC; (d) governmental entities, including this Court; (e) any consumer that already received a refund from Defendants; and (f) any consumer who purchased GSC online.

### *Geographic Analysis*

13. Total product sales data from 2010-2014 indicates a high percentage of products sold in New York, compared to the other Targeted States. Therefore, the proposed notice plan takes the sales distribution by state into consideration, allocating the distribution of certain digital

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<sup>2</sup> The reach or net reach of a notice program is defined as the percentage of a class that was exposed to a notice net of any duplication among people who may have been exposed more than once.

media pro rata, and emphasizing the sales share held by New York State in particular. Broad, nationwide coverage has also been recommended to account for Class members who may currently reside outside of the Targeted States.

#### ***Target Audience Analysis***

14. GfK MRI (MRI)<sup>3</sup> data was studied among adults in Alabama/Mississippi, California, Illinois, North Carolina/South Carolina, New York, New Jersey, and Tennessee<sup>4</sup> as well as adults nationwide whose household owns a single cup/pod brewing system or who use single serve pod/k-cup ground coffee (“likely Class members”).

15. Based on our analysis of the data, targeting adults English-speaking<sup>5</sup> 18 years of age or older (Adults 18+) nationally will reach the broadest and most comprehensive group of likely Class members. Based on the class definition, additional emphasis will be placed on reaching likely Class members in the Targeted States.

#### ***Consumer Publications***

16. KCC will place the Publication Notice as a 3/10-page Summary Notice in *Parade* and as a third-page Summary Notice in *People* magazine. The Publication Notice will appear in each publication’s nationwide print edition, as well as in *People*’s online digital replica.

17. MRI data indicates *Parade* will reach 20.1% of likely Class Members nationwide and 18.4% of likely Class Members in the Targeted States. *People* will reach 17.5% of likely Class members nationwide and 19.1% of likely Class members in the Targeted States. In addition, likely Class members are 7.3% more likely to be readers of *Parade*, as compared to the general adult population, and 3.5% more likely, as compared to the adult population in the Targeted

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<sup>3</sup> GfK MRI is a nationally accredited research firm that provides consumer demographics, product and brand usage, and audience/exposure in all forms of advertising media. Established in 1979, MRI measures the usage of over 6,500 product and service brands across 600 categories, along with readership of hundreds of magazines and newspapers, internet usage, television viewership, national and local radio listening, yellow page usage, and out-of-home exposure. Based on a yearly face-to-face interview of 25,000 consumers in their homes, MRI’s Survey of the American Consumer™ is the primary source of audience data for the U.S. consumer magazine industry and the most comprehensive and reliable source of multi-media audience data available.

<sup>4</sup> MRI groups Alabama with Mississippi and North Carolina with South Carolina in order to establish a stable sample base.

<sup>5</sup> According to MRI, 98.3% of likely Class Members speak English most often.



States. Likely Class members are 9.2% more likely to be readers of *People*, as compared to the general adult population, and 10.9% more likely to be readers, as compared to the adult population in the Targeted States.

### ***Digital Media***

18. KCC analyzed MRI data concerning internet usage and audience demographics of likely Class Members and verified the effectiveness of the digital media campaign across the various ad networks and social media platforms using Comscore, Inc. (Comscore)<sup>6</sup> data. According to MRI data, 94.7% of likely Class members have access to the internet at home using a computer; 91.3% have looked at or used the internet in the last 30 days; 86.7% have used Google.com in the last 30 days; 83.7% have used their cellphone or smartphone to look at or use the internet in the last 30 days; 67.0% have visited Facebook in the last 30 days; and 54.2% have visited YouTube in the last 30 days.

19. KCC will implement a digital media effort consisting of a variety of internet advertising. Over 187 million internet impressions will be purchased programmatically and distributed over various websites and platforms over a period of 60 days. The impressions will be targeted to Adults 18+ in the Targeted States as well as Adults 18+ nationwide, and therefore likely Class members. The Targeted State impressions will be allocated *pro rata* based on the percentage share of historical unit sales in each state.

20. The digital media targeting will be layered to extend reach among likely Class members and has been designed with contextual and behavioral targeting in mind. The notices will appear on both desktop and mobile devices, including tablets and smartphones, in display

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<sup>6</sup> Comscore, Inc. is a leading cross-platform measurement and analytics company that precisely measures audiences, brands and consumer behavior everywhere, capturing 1.9 trillion global interactions monthly. Comscore's proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reached more effectively. Comscore operates in more than 75 countries, serving over 3,200 clients worldwide.

(banner) and native ad formats. All digital media notices will include an embedded link to the case website.

21. Display banner ads will target likely Class members in the US and in the Targeted States on (a) various apps and websites on both desktop and mobile devices; (b) YouTube.com; and (c) a custom-curated list of premium websites. A portion of the digital media notices will (a) appear contextually alongside content related to coffee or coffee & espresso makers, or to internet users who have or are actively searching for Keurig products or single serve coffee makers; (b) be displayed to internet users whose purchase history includes coffee or K-Cups/Pods, or behaviorally targeted to users who have or who have shown an interest in buying a Keurig coffeemaker; and (c) be targeted to internet users behaviorally categorized as consuming Single Cup Coffee, Starbucks, or Keurigs, who have been verified (using Ibotta app data) as purchasers of coffee, who own Keurig Coffee Makers, or to users who have or who have shown an interest in buying a Keurig coffeemaker.

22. Facebook image ads will target likely Class members in the US and in the Targeted States natively via the desktop newsfeed (on Facebook.com) and mobile app newsfeed (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads. A portion of the digital media notices will be targeted to users whose online behavior indicates an interest in coffee, coffeemakers, Keurig, or Walmart, or in being a coffee drinker.

23. Instagram image and story ads will target likely Class members in the US and in the Targeted States natively via the desktop site (on Instagram.com) and mobile app feed (via the Instagram app or Instagram.com mobile site), and in users' story feeds. A portion of the digital media notices will be targeted to users whose online behavior indicates an interest in coffee, coffeemakers, Keurig, or Walmart, or in being a coffee drinker.

24. Reddit Promoted Posts will appear as image and/or text ads and will target likely Class members in the US natively on the desktop site (on Reddit.com) and mobile app feed (via the Reddit app or Reddit.com mobile site).

25. Twitter Promoted Tweets will appear as image ads and will target likely Class members in the US and the Targeted States natively on desktop Twitter feeds (on Twitter.com) and mobile app feeds (via the Twitter app or Twitter.com mobile site). A portion of the digital media notices will be appear contextually alongside topics related to coffee or Walmart, when triggered by keywords like Grove Square Coffee, coffee pods, or Sturm Foods, or to Twitter users whose online behavior is similar to that of followers of Keurig, Green Mountain Coffee, Nespresso USA, Black Coffee, Peet's Coffee, The Coffee Bean, and Walmart Twitter accounts.

26. Digital media notices will appear on various premium websites natively alongside web content; the ads will dynamically respond to fit the appearance and style of each website on which an ad appears. The impressions will target likely Class members in the US and in the Targeted States to internet users whose purchase history includes coffee or contextually alongside content related to coffee.

27. Text ads will be geo-targeted to the Targeted States and may appear on Google, Bing, and Yahoo! Search Engine Results Pages (SERPs) when keywords related to the case or related to the target audience's intent signals are triggered. Keywords may include: coffee, coffee pods, Keurig, Grove Square Coffee, Sturm foods, nespresso, nespresso pods, Keurig coffee maker, nespress capsules, k cups, k cup coffee maker, single serve coffee maker, coffee maker, coffee machine, coffee pod, cleaning coffee maker, or cleaning coffee machine.

### ***Supplemental Media***

28. A retargeting/remarketing effort will be implemented to remind likely Class members to file a claim. The language utilized during the retargeting/remarketing period will be similar to the notice language used during the digital media effort described above, but will

emphasize a call to action to remind likely Class members to act before the end of the claims period. Impressions will be retargeted to likely claims filers based on settlement website-collected data and distributed on desktop and mobile devices via various websites and apps. An additional remarketing effort will target website visitors who stopped/left the settlement website before filing a claim. The nationwide remarketing effort will utilize paid search ads on Google, Bing, and Yahoo! search engines. A remarketing effort will also target website visitors from the Targeted States who stopped/left the settlement website before filing a claim. The Targeted State remarketing effort will utilize display banner and social media ads distributed on desktop and mobile devices via various websites and apps, YouTube, Facebook, Instagram, and Twitter. Additionally, impressions will be geographically targeted to Walmart retail store locations in the Targeted States that have been identified as having high-volume unit sales of GSC. The impressions will be delivered programmatically and optimized for delivery across a variety of ad exchanges.

29. The Summary Notice will be placed as approximate quarter-page ad units in the Sunday editions of two of the highest-circulating daily newspapers in New York, *The New York Times* and *The New York Daily News*. In addition, the Summary Notice will be placed as approximate quarter-page ad unit in the Sunday or a weekday edition of the *New York Post*, *Newsday*, *AM NY*, *Metro NY*, *Buffalo News*, *White Plains Journal News*, *Rochester Democrat and Chronicle*, and *Albany Times Union*.

30. An informational press release will be issued nationwide to a variety of media. The press release will consist of a summary of the settlement and include the toll-free number and settlement website address. The press release will be distributed three times over the course of the notice and claims period. The language of the press release will be modified slightly between each issuance to remind likely Class members to act before deadlines approach.

31. The Summary Notice, Long Form Notice and other court documents will be shared with Top Class Actions<sup>7</sup> and ClassAction.org<sup>8</sup> to obtain their assistance in sharing the settlement with their subscribers and followers and promoting claims filing. Top Class Actions and ClassAction.org are websites known for connecting consumers to class actions lawsuits, settlements, and attorneys.

32. If appropriate, KCC may implement additional notice efforts to supplement the notice program further.

#### ***Settlement Website***

33. KCC will update the case-specific website that was established in conjunction with class certification, [www.InstantCoffeeLawsuit.com](http://www.InstantCoffeeLawsuit.com), to allow Class Members to obtain additional information and documents about the settlement. The case website will allow users to read, download, and print the operative Complaint, Settlement Agreement, Preliminary Approval Order, and Long-Form Notice and Claim Form, as well as other important documents and deadlines. Class Members will also be able to review a list of Frequently Asked Questions and Answers and file a claim online. The website address will be displayed in the Long-Form Notice and Summary Notice, as well as accessible through a hyperlink embedded in digital notices.

#### ***Toll-Free Telephone Number***

34. KCC will establish and host a case-specific toll-free number to allow Class Members to learn more about the settlement in the form of pre-recorded answers to frequently-asked questions. It will also allow Class Members to speak to a live operator and request to have a Long-Form Notice mailed directly to them. The toll-free number will be displayed in the Long-Form Notice, Summary Notice, and on the case website.

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<sup>7</sup> Top Class Actions will advertise the settlement on their website ([www.TopClassActions.com](http://www.TopClassActions.com)) and include it in their email newsletter to approximately 700,000 individuals.

<sup>8</sup> ClassAction.org may provide information about the settlement on their website ([www.ClassAction.org](http://www.ClassAction.org)) and include it on their blog and in their email newsletter to subscribers.

***Settlement P.O. Box***

35. KCC will establish and monitor a settlement mailbox where Class Members may submit hard copy Claim Forms, exclusion requests (if applicable) and other case correspondence.

**NOTICE PLAN ANALYSIS**

36. The Notice Plan is expected to effectively reach approximately 80% of Class Members. Coverage will be significant via the extensive supplemental media efforts.

37. The Notice Plan will deliver “noticeable” Notices to capture Class Members’ attention and provide them with the information necessary to understand their rights and options.

38. The Notice Plan and notice documents adhere to the guidelines set forth in the FJC Checklist. The FJC Checklist contains four “Major Checkpoints.” All of these checkpoints have been met. For example:

- a) The Notice Plan will effectively reach the Class and the reach percentage has been calculated by experts.
- b) The notices will come to the attention of the Class and have been designed using page-layout techniques to command attention.
- c) The notices are informative—they include all required information—and are written in clear, concise, easily understood language.
- d) Class Members’ rights and options are easy to act upon. There are no unnecessary hurdles that would make responding difficult.

39. At the conclusion of the Notice Plan, KCC will provide a final report verifying its adequacy and effective implementation

## CONCLUSION

40. In my opinion, the Notice Plan proposed for this case is consistent with other effective settlement notice programs. It is the best notice practicable and meets the desire to actually inform due process communications standard of *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950). It provides the same reach and frequency evidence that courts have approved and that has withstood appellate scrutiny, other expert critiques, as well as collateral review. The Notice Plan and notice documents are consistent with the guidelines set forth in Rule 23, the *Manual for Complex Litigation, Fourth*, and the FJC Checklist. In addition, the Notice Plan has been designed to comply with the amendments to Rule 23(c)(2) which expressly allows for notice by “electronic means, or other appropriate means”.

I, Carla A. Peak, declare under penalty of perjury that the foregoing is true and correct. Executed this 17<sup>th</sup> day of September 2019, at Sellersville, Pennsylvania.



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Carla A. Peak

# **Exhibit 1**





## KCC Legal Notification Services

KCC's Legal Notification Services team provides expert legal notice services in class action, mass tort and bankruptcy settings. We specialize in the design and implementation of notice programs with plain language notices; and expert opinions and testimony on the adequacy of notice.

With over fifteen years of experience, our legal notice expert, Carla A. Peak, has been involved in hundreds of effective and efficient notice programs reaching class members and claimants in both U.S. and international markets and providing notice in over 35 languages.

As a leading notice expert, Ms. Peak is responsible for the design and implementation of evidence-based legal notification programs, including the design of plain language legal notice documents. Her programs satisfy due process requirements, as well as all applicable state and federal laws, and her notices satisfy the plain language requirements of Rule 23 and adhere to the guidelines set forth in the Manual for Complex Litigation, Fourth and by the Federal Judicial Center (FJC), as well as applicable state laws.

Ms. Peak has presented on and written numerous articles about class notification programs, the design of effective notice documents as well as industry trends and innovations. She is also a certified professional in Social Media Marketing, Digital Fundamentals, Digital Sales, and Google Ads Fundamentals. The information provided represents Ms. Peak's experience and cases in which she has been involved. She holds a Bachelor of Arts in Sociology from Temple University, graduating cum laude. Ms. Peak can be reached at cpeak@kccllc.com.

## Case Examples

- *In re: The Home Depot, Inc., Customer Data Security Breach Litig.*, No. 1:14-md-02583 (N.D. Ga.)  
A national data breach class action involving over 40 million consumers who made credit or debit card purchases in a Home Depot store.
- *In re: Skelaxin (Metaxalone) Antitrust Litigation*, No. 1:12-md-02343 (E.D. Tenn.)  
A multi-state antitrust settlement involving both third party payors and consumers that purchased or paid for the brand and generic version of the prescription drug metaxalone.
- *Chambers v. Whirlpool Corporation*, No. 8:11-cv-01733 (C.D. Cal.)  
A national product defect case involving class members who experienced or may experience the overheating of an automatic dishwasher control board.
- *In re Trans Union Corp. Privacy Litigation*, MDL No. 1350 (N.D. Ill.)  
Perhaps the largest discretionary class action notice campaign involving virtually every adult in the United States and informing them about their rights in the \$75 million data breach settlement.
- *In re Residential Schools Litigation*, No. 00-CV-192059 (Ont. S.C.J.)  
The largest and most complex class action in Canadian history incorporating a groundbreaking notice program to disparate, remote aboriginal persons qualified to receive benefits in the multi-billion dollar settlement.

## Judicial Recognition

Judge John A. Houston, *In re Morning Song Bird Food Litigation*, (June 3, 2019) No. 3:12-cv-01592 (S.D. Cal.):

*The Court finds and determines that dissemination and publication of the Notices as set forth in the Notice Plan in the Agreement constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the Settlement and the matters set forth in the Notices to all persons entitled to receive notice, and fully satisfied the requirements of due*



*process and of Federal Rule of Civil Procedure 23.*

Judge Steven M. Gold, *Worth v. CVS Pharmacy, Inc.*, (May 28, 2019) No. 2:16-cv-0200498 (E.D.N.Y.):

*This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Stipulation of Settlement and Plaintiffs' motion for preliminary approval. The Court has reviewed the notice, and the notice procedures, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances...The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and due process.*

Honorable Beth Labson Freeman, *In re Nexus 6P Products Liability Litigation*, (May 2, 2019) No. 5:17-cv-02185 (N.D. Cal.):

*The proposed notice plan, which includes direct notice via email, publication notice, and supplemental postcard notice via U.S. Mail, will provide the best notice practicable under the circumstances. This plan, and the Notice, are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the effect of the proposed Settlement (including the Released Claims), the anticipated motion for attorneys' fees, costs, and expenses and for service awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement; constitute due, adequate and sufficient notice to Settlement Class Members; and satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and all other applicable law and rules.*

Honorable Ann I. Jones, *Lavinsky v. City of Los Angeles*, (April 12, 2019) No. BC542245 (Sup. Ct. Cal.):

*The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits C, E, F, G, and H will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.*

Judge Robert N. Chatigny, *Lecenat v. Douglas Perlitz*, (February 11, 2019) No. 3:13-cv-01132 (D. Conn.):

*The Court finds that service of the Class Notice, Radio Publication Notice and Poster Notice in this manner, including newspaper publication as provided in III.E.3 of the Settlement Agreement, constitutes the best notice practicable under the circumstances to Settlement Class Members, and complies fully with the provisions set forth in Federal Rules of Civil Procedure, Rule 23, and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Class Notice, Radio Publication Notice and Poster Notice clearly and concisely inform the Settlement Class Members of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Rule 23.*

Judge George H. Wu, *Elkies v. Johnson & Johnson Services, Inc.*, (January 15, 2019), No. 2:17-cv-07320:

*The Court finds Plaintiffs' proposed form of notice satisfies Fed. R. Civ. P. 23(c)(2)(B). Plaintiffs' form of notice provides the best notice practicable under the circumstances and satisfies due process requirements.*

Judge Timothy D. DeGiusti, *In re: Samsung Top-Load Washing Machine Marketing, Sales Practices and Product Liability Litigation*, (January 8, 2019) No. 5:17-ml-02792 (W.D. Okla.):

*The Court finds that the proposed notice plan is reasonably calculated, under the circumstances, to apprise Settlement Class Members of: the pendency of this Litigation; the effects of the proposed Settlement on their rights (including the Released Claims contained therein); Class Counsel's upcoming motion for attorneys' fees, expenses, and service awards; their right to submit a claim form; and their right to object to any aspect of the proposed Settlement...The Settlement Notice provides due, adequate, and sufficient notice to Settlement Class Members, and satisfies the requirements of Rule 23, due process, and all other applicable law and rules.*



Judge James S. Gwin, *In re: Sonic Corp. Customer Data Breach Litigation*, (December 20, 2018) No. 1:17-md-02807 (N.D. Ill.):

*The Court finds that the Notices collectively provide a sufficiently clear and concise description of the Litigation, the Settlement terms, and the rights and responsibilities of the Settlement Class Members. The Court further finds that the plan for dissemination of the Notices...is the best means practicable, and is reasonably calculated to apprise the Settlement Class Members of the Litigation and their right to participate in, object to, or exclude themselves from the Settlement.*

Judge James Donato, *Brickman v. Fitbit, Inc.*, (December 17, 2018) No. 3:15-cv-02077 (N.D. Cal.):

*The Court finds that the proposed Class Notice methodology, contained in Section IV of the Agreement and outlined in Plaintiffs' Unopposed Amended Motion for Preliminary Approval (Dkt. No. 263) will provide the best notice reasonably practicable to the Class Members, and will fairly advise them of their right to object, to opt out of the settlement, and of what they may receive if they remain in the Settlement Sub-Classes and to otherwise satisfy the requirements of Fed. R. Civ. P. 23 and due process requirements of the United States Constitution.*

Honorable Edmond E. Chang, *Smith v. Complyright, Inc.*, (November 29, 2018) No. 1:18-cv-04990 (N.D. Ill.):

*The Court has considered the Notice provisions in the Settlement, the Class Notice methodology set forth in the Declaration of Carla A. Peak attached as Exhibit A to the Settlement (the "Notice Program"), and the Email Notice, Postcard Notice, and Detailed Notice, attached as Exhibits C–E of the Settlement, respectively. The Court finds that the direct emailing and mailing of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23(c), applicable law, and due process. The Court approves as to form and content the Email Notice, Postcard Notice, and Detailed Notice in the forms attached as Exhibits C, D, and E, respectively, to the Settlement. The Court orders the Settlement Administrator to commence the Notice Program as soon as practicable following entry of this Order.*

Honorable Amy Totenberg, *Barrow v. JPMorgan Chase Bank, N.A.*, (November 8, 2018) No. 1:16-cv-03577 (N.D. Ga.):

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*

Judge Virginia K. Demarchi, *Hickcox-Huffman v. US Airways, Inc.*, (October 22, 2018) No. 5:10-cv-05193 (N.D. Cal.):

*The Court finds that the form, content and method of disseminating notice to the Class as described in Paragraphs 10 and 15 of this Order: (i) complies with Rule 23(c)(2) of the Federal Rules of Civil Procedure as it is the best practicable notice under the circumstances, and is reasonably calculated, under all the circumstances, to apprise the members of the Class of the pendency of the Action, the terms of the Settlement, and their right to object to the Settlement or exclude themselves from the Settlement Class; (ii) complies with Rule 23(e) as it is reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed settlement, including, but not limited to, their right to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (iii) constitutes due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (iv) meets all applicable requirements of law, including, but not limited to, 28 U.S.C. § 1715, Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Class Members, and comply with the Federal Judicial Center's illustrative*



*class action notices.*

Honorable Lucy H. Koh, *In re Anthem, Inc. Data Breach Litigation*, (August 15, 2018) No. 5:15-md-02617 (N.D. Cal.):

*The Court finds that the Notice Plan has been fully implemented in compliance with this Court's Order, ECF No. 903, and complies with Federal Rule of Civil Procedure 23(c)(2)(B). Notice was sent by mail and email, published in two magazines, and advertised online. The various forms of Notice, which were reviewed and approved by this Court, provided clear descriptions of who is a member of the Class and Settlement Class Members' rights and options under the Settlement. The Notices explained the conduct at issue in the litigation, how to receive money from the Settlement, how to opt out of the Settlement, how to object to the Settlement, how to obtain copies of relevant papers filed in the case, and how to contact Class Counsel and the Settlement Administrator.*

Judge John Bailey, *In re: Monitronics International, Inc., Telephone Consumer Protection Act Litigation*, (June 12, 2018) No. 1:13-md-02493 (N.D. W.Va.)(overruling objections and ruling in favor of the notice plan):

*The Court finds that the notices disseminated pursuant to the Notice Plan fully and accurately informed members of the Settlement Class 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. Ms. Smith objected that the notice was inadequate because it did not inform Settlement Class members of the amount of statutory damages available under the TCP A. Dkt. No. 57 at 14. This objection is overruled. Courts require that notice of a settlement "fairly apprise the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings." Wal-Mart Stores, Inc. v. Visa U.S.A. Inc., 396 F.3d 96, 113-14 (2d Cir. 2005). The Notice Plan here complies with the court approved plan and fully apprised the Settlement Class of all material terms and their rights. In addition, the notices provided three telephone numbers for Settlement Class members to call if they had questions about the settlement. The Notice Plan thus complies with Rule 23 and due process and Ms. Smith's objection is overruled.*

Judge Timothy S. Black, *Rikos v. The Procter & Gamble Company*, (April 30, 2018) No. 1:11-cv-00226 (S.D. Ohio):

*The Court directed that Class Notice be given to Settlement 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-appointed notice program, the Settlement Administrator caused the Class Notice to be disseminated as ordered. The Class Notice advised Settlement 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 Judgment, whether favorable or unfavorable, to the Settlement Class. The distribution of the Class Notice constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.*

Honorable Amy Totenberg, *Barrow v. JPMorgan Chase Bank, N.A.*, (March 16, 2018) No. 1:16-cv-03577 (N.D. Ga.):

*The Notice Plan, in form, method and content, complies with the requirements of Rule 23 and the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.*

Honorable Ann I. Jones, *Eck v. City of Los Angeles*, (February 21, 2018) No. BC577028 (Super. Ct. Cal.):

*Class Notice to the Settlement Class was provided 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 Fairness 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 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 the Action, 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 California law and federal due process of law.*

Honorable Sharon Johnson Coleman, *Eubank v. Pella Corporation*, (February 16, 2018) No. 1:06-cv-04481 (N.D. Ill.):

*The Court approves, as to form and content, the Notice Plan and Class Notice attached to the Settlement Agreement as Exhibit 2 and finds that the Class Notice and the Notice Plan to be implemented pursuant to the Settlement Agreement are reasonable, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the settlement and the matters set forth in said notice to all persons entitled to receive notice, and fully satisfy the requirements of due process and of Fed. R. Civ. P. 23.*

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Direct Purchaser– Jui Li Enterprise Settlement), (February 16, 2018) No. 2:09-CV-00852 (E.D. Wis.):

*The Court further finds that the Notice Plan, previously approved by the Court (See ECF No. 1110) and as executed by the Court-appointed Settlement Administrator, KCC, as set forth in the Declaration of Carla A. Peak on Implementation and Overall Adequacy of Settlement Notice Plan (“Peak Declaration”) is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complied fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice (Peak Declaration Exhibits 1 and 2) are written in plain language, use simple terminology, and are designed to be readily understandable and noticeable by Settlement Class Members.*

Judge Yvonne Gonzales Rogers, *Abante Rooter and Plumbing Inc. v. Alarm.com Inc.*, (February 8, 2018) No. 4:15-cv-06314 (N.D. Cal.) (overruling objections and ruling in favor of the notice plan):

*The Court finds that the form and content of Plaintiffs’ proposed notice program, and the methods of disseminating notice to the Classes, 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 shall constitute due and sufficient notice to all persons entitled to receive notice. The Court approves the form and content of the Email Notice, Postcard Notice, Banner Notices, and Website Notice, and finds that they clearly and concisely state in plain, easily understood language, the following required information: “(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).” Fed. R. Civ. P. 23(c)(2)(B); see also *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985) (stating that’s due process requires notice to apprise party of pendency of action, afford party opportunity to appear, describe party’s rights, and provide party opportunity to opt out of action). The Court approves the methods of disseminating the notice, which class action administrator Kurtzman Carson Consultants, Inc. has designed to reach approximately 90% of Class members. The combination of email notice, postal mail notice, and internet banner ads constitutes the best notice practicable under the circumstances.*

Honorable Yvonne Gonzalez Rogers, *Abante Rooter v. Alarm.com Incorporated* (February 2, 2018) No. 4:15-cv-06314 (N.D. Cal.):

*The Court finds that the form and content of Plaintiffs’ proposed notice program, and the methods of disseminating notice to the Classes, 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 shall constitute due and sufficient notice to all persons entitled to receive notice.*



*The Court approves the form and content of the Email Notice, Postcard Notice, Banner Notices, and Website Notice, and finds that they clearly and concisely state in plain, easily understood language, the following required information: “(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).” Fed. R. Civ. P. 23(c)(2)(B)...*

Judge Fernando M. Olguin, *Dodge v. PHH Corporation*, (January 29, 2018) No. 8:15-cv-01973 (C.D. Cal):  
*Based on the foregoing, the court finds that there is no alternative method of distribution that would be more practicable here, or any more reasonably likely to notify the class members. The court further finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members.*

Judge Timothy S. Black, *Rikos v. The Procter & Gamble Company*, (December 20, 2017) No. 1:11-cv-00226 (S.D. Ohio):

*The Court approves, as to form and content, the proposed Notice of Class Action Settlement (the “Class Notice”), which forms are attached as Exhibits 4 and 5 to the Settlement Agreement. The Court finds that the distribution of Class Notice substantially in the manner and form set forth in this Order and the Settlement Agreement meet the requirements of Federal Rules of Civil Procedure Rule 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.*

Honorable Kenneth R. Freeman, *Elias v. Synchrony Bank, f/k/a GE Capital Retail Bank*, (December 8, 2017) No. BC555883 (Sup. Ct. Cal.):

*The Court finds that the form, manner and content of the Class Notice specified in Section 5 of the Settlement Agreement and Exhibits B and D thereto provided a means of notice reasonably calculated to apprise the Class Members of the pendency of the action and the proposed settlement, and thereby met the requirements of California Rules of Court Rule 3.769 and California Code of Civil Procedure § 382, as well as due process under the United States Constitution, the California Constitution, and any other applicable laws, constituted the best practicable notice under the circumstances, and constituted due and sufficient notice to all Class Members entitled thereto.*

Judge Denise J. Casper, *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, (Direct Purchasers), (November 27, 2017) No. 1:14-md-02503 (D. Mass.):

*Members of the End-Payor Classes for the Sandoz and Lupin Settlements were provided with due and adequate notice of the Settlements, including their right to object to the Settlements and End-Payor Class Counsel's intent to seek from the Settlement Funds reimbursement of costs and expenses. Notice was distributed via both direct mail and publication notice. Such notice fully complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law. A full and fair opportunity to be heard was afforded to all members of the Settlement Classes with respect to the foregoing matters. Accordingly, the Court hereby determines that all members of the End-Payor Classes for the Sandoz and Lupin Settlements are bound by this Order and Final Judgment.*

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Direct Purchaser– Jui Li Enterprise Settlement), (November 21, 2017) No. 2:09-CV-00852 (E.D. Wis.):

*The Court approves the forms of the Notice of proposed class action settlement attached to the Declaration of Carla A. Peak (“Peak Decl.”) at Exhibit 2 (Long-Form Notice and Summary/Publication Notice). The Court further finds that the mailing and publication of the Notice in the manner set forth below and in the Peak Declaration is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily*



*understandable by Settlement Class Members.*

Honorable James H. Ashford, *Nishimura v. Gentry Homes, Ltd.*, (October 27, 2017) No. 11-1-1522 (Cir. Ct., Hawai'i):

*The Court finds that the Notice Plan and Class Notices fully and accurately informed the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the Administrator's mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement met the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all potential Class Members.*

Judge Celia Gamrath, *Truong v. Peak Campus Management LLC*, (October 16, 2017) No. 2016-CH-09735 (Cir. Ct. Cook Cnty., Ill.):

*The Court finds that the Notice Plan as set forth in the Settlement Agreement and the Declaration of Carla A. Peak meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure and constitutes the best notice practicable under the circumstances, including direct individual notice by U.S. Mail or, in some cases by email, to Settlement Class Members, and satisfies fully the requirements of Due Process, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.*

Judge John Bailey, *In re Monitronics International, Inc., Telephone Consumer Protection Act Litigation*, (September 28, 2017) No. 5:11-cv-00090 (N.D. W.Va.):

*The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.*

Judge Douglas L. Rayes, *Brill v. Bank of America, N.A.*, (September 15, 2017) No. 2:16-cv-03817 (D. Ariz.):

*The record shows, and the Court finds, that the 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) 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 Fairness 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 the due process requirements of the United States Constitution, Fed. R. Civ. P. 23, and any other applicable law or rule.*

Honorable Ann I. Jones, *Eck v. City of Los Angeles*, (September 15, 2017) No. BC577028 (Sup. Ct. Cal.):

*The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.*

Honorable James Ashford, *Nishimura v Gentry Homes, LTD.*, (September 14, 2017) No. 11-11-1-1522-07-RAN (Cir. Ct. Hawai'i):



*The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.*

Honorable André Birotte Jr., *Rafofsky v. Nissan North America, Inc.*, (September 12, 2017) No. 2:15-cv-01848 (C.D. Cal.):

*The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in the Preliminary Approval Order (ECF No. 126). The Court finds that such Class Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Litigation, the terms of the Settlement Agreement, their right to exclude themselves from the Class or 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 final approval of the Settlement on all persons who do not exclude themselves from the 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), Fed. R. Civ. P. 23, and any other applicable law.*

Honorable Charles R. Norgle, *Mullins v. Direct Digital, LLC*, (September 7, 2017) No. 1:13-cv-01829 (N.D. Ill.):

*The notice, in form, method, and content, fully complied with the requirements of Rule 23 and due process, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled to notice of the settlement..*

Honorable Steve C. Jones, *Prather v. Wells Fargo Bank, N.A.*, (August 31, 2017) No. 1:15-cv-04231 (N.D. Ga.):

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy 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 as contemplated in the Settlement and this Order.*

Judge Lucy H. Koh, *In re Anthem, Inc. Data Breach Litigation*, (August 25, 2017) No. 5:15-md-02617 (N.D. Cal.):

*The Court finds that the Notice and Notice Plan set forth in the Settlement Agreement satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the best notice practicable under the circumstances. The Notice and Notice Plan are reasonably calculated to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing.*

Honorable Jeffrey S. White, *In re Yapstone Data Breach*, (August 16, 2017) No. 4:15-cv-04429 (C.D. Cal.):

*The Notices and the Notice Program provided the best notice practicable under the circumstances to the Settlement Class Members and fully satisfied the requirements of due process under the United States Constitution and Federal Rule of Civil Procedure 23. Based on the evidence and information supplied to the Court in connection with the Final Approval Hearing held on August 4, 2017, the Court finds that the Notices were adequate and reasonable. The Court further finds that through the Notices, the Settlement Class Members have been apprised of the nature and pendency of the Consumer Action, the terms of the Settlement Agreement, as*





*well as their rights to request exclusion, object, and/or appear at the final approval hearing.*

Honorable Consuelo B. Marshall, *Couser v. Dish One Satellite, LLC*, (May 16, 2017) No. 5:15-cv-02218 (C.D. Cal.):

*The Court approves the proposed plan for giving notice to the Settlement Class directly (by post card) and through an appropriate media program and establishment of a Settlement Website, as more fully described in Plaintiffs Motion and the Agreement (the "Notice Plan"). The Notice Plan, in form, method and content, complies with the requirements of Rule 23 of the Federal Rules constitutes the best notice practicable under the circumstances.*

Honorable André Birotte Jr., *Rafofsky v. Nissan North America, Inc.*, (May 1, 2017) No. 2:15-cv-01848 (C.D. Cal.):

*The Court has considered the Notice in the Settlement and finds that the Notice and methodology as described in the Settlement and in the Declaration of Carla Peak attached as Exhibit B to Plaintiffs' Memorandum of Points and Authorities in Support of Motion for Preliminary Approval of Class Action Settlement, including the exhibits attached thereto: (a) meets the requirements of due process and Fed. R. Civ. P. 23(c) and (e); (b) constitutes the best notice practicable under the circumstances to all persons entitled to notice; and (c) satisfies the constitutional requirements regarding notice. In addition, the forms of notice: (a) apprise Class Members of the pendency of the Litigation, the terms of the proposed Settlement, their rights, and deadlines under the Settlement; (b) are written in simple terminology; (c) are readily understandable by Class Members; and (d) comply with the Federal Judicial Center's illustrative class action notices. The Court approves the Notice and methodology as described in the Settlement and in the Declaration of Carla Peak in all respects.*

Judge Douglas L. Rayes, *Brill v. Bank of America, N.A.*, (April 18, 2017) No. 2:16-cv-03817 (D. Ariz.):

*The Court finds that the Class Notice described above is reasonable, that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. Specifically, the Court finds that the Class Notice complies with Rule 23(e) of the Federal Rules of Civil Procedure as it is a reasonable manner of providing notice to those Settlement Class Members who would be bound by the settlement. The Court also finds that the Class Notice complies with Rule 23(c)(2), as it is also the best form and manner of notice practicable under the circumstances, provides individual notice to members of the Settlement Class who can be identified through a reasonable effort, and is reasonably calculated, under all the circumstances, to apprise members of the Settlement Class of the pendency of the Action, the terms of the settlement, and their right to object to the settlement or exclude themselves from the Settlement Class.*

Judge Denise J. Casper, *In re Solodyn (Minocycline Hydrochloride) Antitrust Litigation*, (Direct Purchasers), (April 14, 2017) No. 1:14-md-02503 (D. Mass.):

*The proposed form of Notice to Direct Purchaser Settlement Class members of the pendency and proposed Settlements of this action as against Sandoz and Lupin only ("Settlement Notice") and the proposed method of dissemination of the Settlement Notice by first class mail satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and therefore are approved.*

Judge Cecilia M. Altonaga, *Flaum v. Doctor's Associates, Inc.*, (March 22, 2017) No. 16-cv-61198 (S.D. Fla.):

*The Court has considered the proposed forms of notice including the Summary Notice; Full Notice for the Settlement Website; Publication Notice; Press Release (attached as Exhibit 2, 3, 4 and 8 to the Settlement Agreement); and Settlement Claim Forms (attached as Exhibits 6 and 7 to the Settlement Agreement); and finds the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary*



*Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.*

Honorable Amy J. St. Eve, *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litig.*, (March 6, 2017) No. 1:15-cv-01364 (N.D. Ill.):

*The Class Notice (as described in the Settlement Agreement and previously approved by the Court) fully complied with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was due and sufficient notice to all persons entitled to notice of the Settlement of the Action.*

Honorable Jeffrey S. White, *In re Yapstone Data Breach*, (March 2, 2017) No. 4:15-cv-04429 (C.D. Cal.):

*The Court finds that the notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits E and G thereto (the "Notice Program") is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.*

Judge Manish S. Shah, *Johnson v. Yahoo! Inc.*, (December 12, 2016) No. 1:14-cv-02028 (N.D. Ill.):

*The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.*

Judge Joan A. Leonard, *Barba v. Shire U.S., Inc.*, (December 2, 2016) No. 1:13-cv-21158 (S.D. Fla.):

*The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in Better Homes and Gardens, National Geographic, and People magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.*

Justice Robert Stack, *Anderson v. Canada (Attorney General)*, (November 7, 2016) No. 200701T4955CCP (Supreme Ct. Newfoundland and Labrador):

*The Plaintiffs intend to provide significant notice of the Settlement to class members, which will include, among other things, direct mailings to class members, direct mailings to third parties, dissemination of a short form notice in various media, and direct community outreach and meetings. The proposed notice materials are intended to be simple and easy to read and understand.*

Judge William H. Pauley III, *The Dial Corporation v. News Corporation*, (November 3, 2016) No. 1:13-cv-06802 (S.D. N.Y.):

*The notification provided for and given to the Class: (i) was provided and made in full compliance with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise the Class of the terms of Settlement, of the proposed Plan of Allocation, of Plaintiffs Counsel's application for an award of attorney's fees, costs, and expenses incurred in connection with the Action, of Class Members' right to object to the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's*



*application for an award of attorney's fees, costs and expenses, and of the right of Class Members to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) fully satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause of the Fifth Amendment to the Constitution), and all other applicable law and rules.*

Honorable Amy J. St. Eve, *In Re: Rust-Oleum Restore Marketing, Sales Practices and Products Liability Litig.*, (October 20, 2016) No. 1:15-cv-01364 (N.D. Ill.):

*The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class (as described in Settlement Agreement ¶16 and in the Declaration of Carla A. Peak on Settlement Notice Plan, filed on October 19, 2016), comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.*

Honorable R. Gary Klausner, *Russell v. Kohl's Department Stores, Inc.*, (October 20, 2016) No. 5:15-cv-01143 (C.D. Cal.):

*Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.*

Judge Fernando M. Olguin, *Chambers v. Whirlpool Corporation*, (October 11, 2016) No. 8:11-cv-01733 (C.D. Cal.):

*Accordingly, based on its prior findings and the record before it, 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, their right to exclude themselves from the action, and their right to object to the proposed settlement.*

Honourable Justice Stack, *Anderson v. The Attorney General of Canada*, (September 28, 2016) No. 2007 01T4955CP (Supreme Ct. Newfound and Labrador):

*The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.*

Judge Mary M. Rowland, *In re: The Home Depot, In., Customer Data Security Breach Litig.*, (August 23, 2016) No. 1:14-md-02583 (N.D. Ga.):

*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.*

Honorable Manish S. Shah, *Campos v. Calumet Transload Railroad, LLC*, (August 3, 2016) No. 1:13-cv-08376 (S.D. NY):

*The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.*

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Company, Ltd.*, (Indirect Purchaser–Jui Li Settlement), (July 7, 2016) No. 2:09-cv-00852 (E.D. Wis.):

*The Court approves the Notice Program set forth in the Declaration of Carla A. Peak. The Court approves as to form and content the Postcard Notice, Summary Publication Notice, and Detailed*



*Notice in the forms attached as Exhibits 1–3, respectively, to the Declaration of Carla A. Peak. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

Judge William H. Pauley III, *The Dial Corporation v. News Corporation*, (June 2, 2016) No. 1:13-cv-06802 (S.D. NY.):

*The form and content of the notice program described herein, and the methods set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and constitutional due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.*

Honorable R. Gary Klausner, *Russell v. Kohl's Department Stores, Inc.*, (April 11, 2016) No. 5:15-cv-01143 (C.D. Cal.):

*Here, the Notice Plan includes several ways to reach proposed Class Members, including an information website, direct mailing, direct emails, and a toll-free help line. Furthermore, the proposed Notice provides details sufficient to explain the terms of the Settlement Agreement and provide information to Class Members about their rights, releases, and application deadlines. The Notice informs Class Members of how funds will be allocated, and how Residual Funds will be handled. Class Members are also put on notice of Attorneys' Fees and Expenses awarded and an Incentive Award to the Class Representative. Finally, the Notice plainly indicates the time and place of the hearing to consider approval of the settlement and the method of objecting to or opting out of the settlement. Based on the above facts, the Court approves the proposed Notice Plan.*

Judge Joan A. Leonard, *Barba v. Shire U.S., Inc.*, (April 11, 2016) No. 1:13-cv-21158 (S.D. Fla.):

*The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.*

Honorable Manish S. Shah, *Campos v. Calumet Transload Railroad, LLC*, (March 10, 2016 and April 18, 2016) No. 1:13-cv-08376 (S.D. NY.):

*The Court approves the Notice Program set forth in the Declaration of Carla A. Peak, attached as Exhibit A to the Settlement. The Court approves as to form and content the Postcard Notice, Summary Notice, and Detailed Notice in the forms attached as Exhibits B, C, and D, respectively, to the Settlement. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.*

Judge Mary M. Rowland, *In re: The Home Depot, In., Customer Data Security Breach Litig.*, (March 8, 2016) No. 1:14-md-02583 (N.D. Ga.):

*The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the*



*Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.*

Judge Mary M. Rowland, *In re: Sears, Roebuck and Co. Front-Loader Washer Products Liability Litig.*, (February 29, 2016) No. 1:06-cv-07023 (N.D. Ill.):

*The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 318 (1950).*

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016) No. 2:09-CV-00852 (E.D. Wis.):

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

Judge Curtis L. Collier, *In re: Skelaxin (Metaxalone) Antitrust Litigation*, (December 22, 2015) No. 1:12-md-2343 (E.D. Tenn.):

*The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.*

Honorable Mitchell D. Dembin, *Lerma v. Schiff Nutrition International, Inc.*, (November 3, 2015) No. 3:11-CV-01056 (S.D. Cal.):

*The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.*

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Direct Purchaser–Tong Yang & Gordon Settlements), (August 13, 2015) No. 2:09-CV-00852 (E.D. Wis.):

*The Court further finds that the Notice Plan, previously approved by the Court (See ECF Nos. 619 & 641) and as executed by the Court-appointed Claims Administrator, KCC, as set forth in the Declaration of Carla A. Peak on Implementation and Overall Adequacy of Combined Settlement Notice Plan ("Peak Declaration") is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complied fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice (Peak Declaration Exhibits 1 and 2) are written in plain language, use simple terminology, and are designed to be readily understandable and noticeable by Settlement Class Members.*

Honorable Lynn Adelman, *Fond Du Lac Bumper Exchange, Inc. v. Jui Li Enterprises Insurance Co.*, (Indirect Purchaser–Gordon Settlement), (August 4, 2015) No. 2:09-CV-00852 (E.D. Wis.):

*The Court approves the Notice Program set forth in the Declaration of Carla A. Peak. The Court approves as to form and content the Postcard Notice, Summary Publication Notice, and Detailed Notice in the forms attached as Exhibits 2–4, respectively, to the Declaration of Carla A. Peak. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple*



*terminology, and are designed to be readily understandable by Settlement Class members.*

Honorable Lynn Adelman, *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (Indirect Purchaser–Tong Yang Settlement), (May 29, 2015) No. 2:09-CV-00852 (E.D. Wis.):

*The Court approves the Notice Program set forth in the Declaration of Carla A. Peak. The Court approves as to form and content the Postcard Notice, Summary Publication Notice, and Detailed Notice in the forms attached as Exhibits 2–4, respectively, to the Declaration of Carla A. Peak. The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

Honorable Lynn Adelman, *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (Direct Purchaser–Gordon Settlement), (May 5, 2015) No. 2:09-CV-00852 (E.D. Wis.):

*The Court approves the forms of the Notice of proposed class action settlement attached to the Declaration of Carla Peak (“Peak Decl.”) at Exhibit 1 (Long-Form Notice and Summary/Publication Notice). The Court further finds that the mailing and publication of the Notice in the manner set forth below and in the Peak Decl. is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members. The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.*

Honorable José L. Linares, *Demnick v. Cellco Partnership*, (May 1, 2015) No. 2:06-CV-2163 (D. N.J.):

*The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950)... The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.*

Honorable Lynn Adelman, *Fond du Lac Bumper Exchange, Inc. v. Jui Li Enterprise Co., Ltd.* (Direct Purchaser–Tong Yang Settlement), (April 4, 2015) No. 2:09-CV-00852 (E.D. Wis.):

*The Court approves the forms of the Notice of proposed class action settlement attached to the Declaration of Carla A. Peak (“Peak Decl.”) as Exhibit 2 (Long-Form Notice and Summary/Publication Notice). The Court further finds that the mailing and publication of the Notice in the manner set forth below and in the Peak Decl. is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class Members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class Members.*

Honorable Rhonda A. Isiran Nishimura, *Charles v. Haseko Homes, Inc.*, (February 24, 2015) No. 09-1-1932-08 (Cir. Ct. Hawai‘i):

*The Court approves, as to form and content, the Hurricane Straps Class Notice and the Hurricane Straps Repose Subclass Notice, and the Notice Plan that are attached as Exhibits 8-9 to the*



*Declaration of Graham B. LippSmith ("LippSmith Dec.") and in the Declaration of Carla Peak...The Court finds that the Hurricane Straps Class Notice, the Hurricane Straps Repose Subclass Notice, and the Notice Plan will fully and accurately inform the potential Hurricane Straps Class Members and Hurricane Straps Repose Subclass Members of all material elements of the proposed Settlement, of their right to be excluded from the Hurricane Straps Class or Hurricane Straps Repose Subclass, and of each Hurricane Straps Class Member's or Hurricane Straps Repose Subclass Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Hurricane Straps Class Notice and the Hurricane Straps Repose Subclass Notice will (i) meet the requirements of the laws of the State of Hawai'i (including Haw. R. Civ. P. 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, (ii) constitute the best notice practicable under the circumstances, and (iii) constitute due and sufficient notice to all potential Hurricane Straps Class Members and Hurricane Straps Repose Subclass Members.*

Honorable Gary W.B. Chang, *Kai v. Haseko Homes, Inc.*, (February 15, 2015) No. 09-1-2834-12 (Cir. Ct. Hawai'i):

*The Court approves, as to form and content, the PEX Class Notice and Notice Plan attached as Exhibit 10 to the Declaration of Graham B. LippSmith ("LippSmith Dec.") and in the Declaration of Carla Peak. The Court finds that the PEX Class Notice and the Notice Plan will fully and accurately inform the potential PEX Class Members of all material elements of the proposed Settlement, of their right to be excluded from the PEX Class, and of each PEX Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the PEX Class Notice substantially in the manner and form set forth in this Order will (i) meet the requirements of the laws of the State of Hawai'i (including Haw. R. Civ. P. 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, (ii) constitute the best notice practicable under the circumstances, and (iii) constitute due and sufficient notice to all potential Class Members.*

Honorable David O. Carter, *Cobb v. BSH Home Appliances Corp.*, (December 29, 2014) No. 8:10-CV-0711 (C.D. Cal.):

*The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.*

Honorable Christina A. Snyder, *Roberts v. Electrolux Home Products, Inc.*, (September 11, 2014) No. 8:12-CV-01644 (C.D. Cal.):

*The Court considered the Settlement Notice Plan submitted by the parties, and the Declaration of Carla A. Peak of KCC describing the Notice Plan...The Court finds that the Notice itself is appropriate, and complies with Fed. R. Civ. P. 23(b)(3), 23(c)(2)(B), and 23(e), because the Settlement Notice, FAQ, and Publication Notice fairly, accurately, and reasonably informed members of the Settlement Class, in plain language, of (1) appropriate information about the nature of this litigation and the essential terms of the Settlement Agreement; (2) appropriate information about, and means for obtaining, additional information regarding this litigation and the Settlement Agreement; (3) appropriate information about, and means for obtaining and submitting, a Claim Form; (4) appropriate information about the right of members of the Settlement Class to exclude themselves from the Settlement, object to the terms of the Settlement Agreement, including Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; and (5) appropriate information about the consequences of failing to submit a Claim Form or failing to comply with the procedures and the deadline for opting out of, or objecting to, the Settlement...Accordingly, 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 federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice*



*provided to the Class are hereby overruled.*

Honorable David O. Carter, *Cobb v. BSH Home Appliances Corp.*, (August 25, 2014) No. 8:10-CV-0711 (C.D. Cal.):

*...the Court also finding that the proposed notice plan and forms of notice are the best notice practicable under the circumstances and satisfy all requirements of the Federal Rules of Civil Procedure, including Fed. R. Civ. P. 23(c)(b)(2); and for good cause shown, IT IS HEREBY ORDERED that Plaintiffs' Motion to Amend the Illinois Class Definition is GRANTED; and it is further ORDERED that Plaintiffs' Motion for Approval of Notice Plan and Proposed Forms of Notice is GRANTED.*

Judge Gregory A. Presnell, *Poertner v. The Gillette Co. and The Procter & Gamble Co.*, (August 21, 2014) No. 6:12-CV-00803 (M.D. Fla.):

*This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See Id. The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.*

Honorable Curtis L. Collier, *In re: Skelaxin (Metaxalone) Antitrust Litigation*, (August 5, 2014) No. 1:12-md-02343 (E.D. Tenn.):

*The proposed form of Notice to End-Payor Settlement Class Members of the pendency and proposed settlement of this action ("Settlement Notice") set forth in the Notice Plan and Declaration of Carla Peak and the proposed method of dissemination of the Settlement Notice ("Notice Plan")—first to Third-Party Payors and then to Consumers—satisfy the requirements of Rule 23(e) of the Federal Rules of Civil Procedure and due process, are otherwise fair and reasonable, and therefore are approved.*

Honorable Christina A. Snyder, *Roberts v. Electrolux Home Products, Inc.*, (May 5, 2014) No. 8:12-CV-01644 (C.D. Cal.):

*The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement)...is the best notice practicable under the circumstances, and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...*

Honorable Jose L. Linares, *In re Hypodermic Products Antitrust Litigation*, (March 17, 2014) MDL No. 1730, No. 2:05-CV-01602 (D. N.J.):

*The Class Notice provides a description of the Indirect Purchaser Class, the procedural status of the litigation, a brief description of the plan of allocation, the court approval process for the proposed Settlement, and the significant terms of the Settlement. The Class Notice also fully informed members of the Indirect Purchaser Class of their rights with respect to the Settlement, including the right to opt out of, object to the Settlement, or otherwise be heard as to the reasonableness and fairness of the Settlement. The Class Notice also informed members of the Indirect Purchaser Class of their right to object to Indirect Purchaser Plaintiffs' Lead Counsel's application for an award of attorneys' fees, an award of incentive fees, and reimbursement of expenses from the Settlement Fund....The Class Notice met the statutory requirements of notice*





*under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.*

Honorable William E. Smith, *Cappalli v. BJ's Wholesale Club, Inc.*, (December 12, 2013) No. 1:10-CV-00407 (D. R.I.):

*The Court finds that the form, content, and method of dissemination of the 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 these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.*

Judge Gregory A. Presnell, *Poertner v. The Gillette Co. and The Procter & Gamble Co.*, (November 5, 2013) No. 6:12-CV-00803 (M.D. Fla.):

*The proposed Class Notice and Claim Form are approved as to form and content. The Court finds that the content of the Class Notice and the Claim Form satisfy the requirements of Fed. R. Civ. P. 23(c)(2), Fed. R. Civ. P. 23(e)(1), and due process and accordingly approves them...The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.*

Honorable Jose L. Linares, *In re Hypodermic Products Antitrust Litigation*, (November 4, 2013) No. 2:05-CV-01602 (D. N.J.):

*Upon reviewing Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Conditional Class Certification and Approval of Notice Plan and the Declarations of Karin E. Fisch, Esq. and Carla A. Peak and the documents attached thereto, it is hereby ORDERED, ADJUDGED AND DECREED as follows:...Proposed forms of Notice are attached hereto as Exhibit A. The Court finds that the form fairly and adequately: (i) describes the terms and effect of the Settlement Agreement and of the Settlement; (ii) notifies the Indirect Purchaser Class concerning the proposed plan of allocation and distribution; (iii) notifies the Indirect Purchaser Plaintiffs' Lead Counsel will seek attorneys' fees not to exceed one-third of the Settlement Fund, reimbursement of expenses and incentive fees; (iv) gives notice to the Indirect Purchaser Class of the time and place of the Fairness Hearing; and (v) describes how the recipients of the Notice may submit a claim, exclude themselves from the Settlement or object to any of the relief requested.*

Judge Marilyn L. Huff, *Beck-Ellman v. Kaz USA, Inc.*, (June 11, 2013) No. 3:10-cv-02134 (S. D. Cal.):

*The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order. The Publication Notice was designed to provide potential class members with information about the Settlement and their rights, in easy-to-comprehend language... The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website. KCC identified that the class members belong to a demographic group known as "Pain Relief Users." The Heating Pads are considered a Pain Relief product. The publications that KCC's Notice Plan used are publications and websites whose viewers and readers include a high percentage of Pain Relief product users...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.*

Judge Tom A. Lucas, *Stroud v. eMachines, Inc.*, (March 27, 2013) No. CJ-2003-968 L (D. Ct. Cleveland Cnty, Okla.):

*The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, 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. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.*

Judge Marilyn L. Huff, *Beck-Ellman v. Kaz USA, Inc.* (January 7, 2013) No. 3:10-cv-02134 (S. D. Cal.):



*The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.*

Judge Tom A. Lucas, *Stroud v. eMachines, Inc.*, (December 21, 2012) No. CJ-2003-968 L (D. Ct. Cleveland Cnty, Okla.):

*The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.*

Honorable Michael M. Anello, *Shames v. The Hertz Corporation*, (November 5, 2012) No. 3:07-cv-02174 (S.D. Cal.):

*...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...*

Judge Ann D. Montgomery, *In Re: Uponsor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, (July 9, 2012) No. 11-MD-2247 (D. Minn.):

*The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...*

Judge Ann D. Montgomery, *In Re: Uponsor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, (June 29, 2012) No. 11-MD-2247 (D. Minn.):

*After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of*



*the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.*

Honorable Michael M. Anello, *Shames v. The Hertz Corporation*, (May 22, 2012) No. 3:07-cv-02174 (S.D. Cal.):

*The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the "Notice"), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.*

Judge Anthony Powell, *Molina v. Intrust Bank, N.A.*, (May 21, 2012) No. 10-CV-3686 (18<sup>th</sup> J.D. Ct., Kan.):

*The form, content, and method of dissemination of Class Notice given to the 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 proceeding to all persons entitled to such notice, and said notice fully satisfied the requirements of K.S.A. § 60-223 and due process.*

Judge Ronald L. Bauer, *Blue Cross of California Website Securities Litigation*, (April 5, 2012) No. JCCP 4647 (Super. Ct. Cal.):

*The form, content, and method of dissemination of the 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 Person entitled to such notice, and said notice satisfied the requirements of California Rules of Court, Rule 3,766(e) and (f), and due process.*

Judge Ann D. Montgomery, *In Re: Uponor, Inc., F1807 Plumbing Fittings Products Liability Litigation*, (January 18, 2012) No. 11-MD-2247 (D. Minn.):

*Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.*

Judge Jeffrey Goering, *Molina v. Intrust Bank, N.A.*, (January 17, 2012) No. 10-CV-3686 (18<sup>th</sup> J.D. Ct. Ks.):

*The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.*

Judge Charles E. Atwell, *Allen v. UMB Bank, N.A.*, (October 31, 2011) No. 1016-CV34791 (Cir. Ct. Mo.):

*The form, content, and method of dissemination of Class Notice given to the 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 52.08 of the Missouri Rules of Civil Procedure and due process.*

Judge Charles E. Atwell, *Allen v. UMB Bank, N.A.*, (June 27, 2011) No. 1016-CV34791 (Cir. Ct. Mo.):

*The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.*

Judge Jeremy Fogel, *Ko v. Natura Pet Products, Inc.*, (June 24, 2011) No. 5:09cv2619 (N.D. Cal.):

*The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action ("Long Form Notice"), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.*

Judge M. Joseph Tiemann, *Billieson v. City of New Orleans*, (May 27, 2011) No. 94-19231 (Civ. D. Ct. La.):

*The plan to disseminate notice for the Insurance Settlements (the "Insurance Settlements Notice Plan") which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden and Carla A. Peak... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.*

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litig.*, (February 11, 2009) MDL No. 1796 (D.C.):

*The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.*

Judge Louis J. Farina, *Soders v. General Motors Corp.*, (December 19, 2008) No. CI-00-04255 (C.P. Pa.):

*The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.*

Judge Robert W. Gettleman, *In Re Trans Union Corp.*, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

*The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.*

Judge William G. Young, *In re TJX Companies*, (September 2, 2008) MDL No. 1838 (D. Mass.):

*The form, content, and method of dissemination of notice provided 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 Fed. R. Civ. P. 23 and*



due process.

Judge David De Alba, *Ford Explorer Cases*, (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):  
*[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.*

Judge Kirk D. Johnson, *Hunsucker v. American Standard Ins. Co. of Wisconsin*, (August 10, 2007) No. CV-2007-155-3 (Cir. Ct. Ark.):

*Having admitted and reviewed the Affidavits of Carla Peak and Christine Danielson concerning the success of the notice campaign, including the fact that written notice reached approximately 86% of the potential Class Members, the Court finds that it is unnecessary to afford a new opportunity to request exclusion to individual class members who had an earlier opportunity to request exclusion but failed to do so...Specifically, the Court received and admitted affidavits from Carla Peak and Christine Danielson, setting forth the scope and results of the notice campaign. Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice and settlement website as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order was the best notice practicable under the circumstances to all members of the Settlement Class.*

## Presentations and Articles

- *Class Action Notice and Settlement Administration*, Columbia Law School Complex Litigation Challenges and Strategies in Multijurisdictional and Aggregate Litigation (L9225), Carla Peak (March 2018).
- *"A Winning Hand or a Flop?" After 50 Years, Are Class Actions Still Legit?*, AMERICAN BAR ASSOCIATION 20<sup>th</sup> Annual National Institute on Class Actions, Carla Peak (October 2016).
- *Class Action Notice Requirements: Leveraging Traditional and Emerging Media to Reach Class Members*, STRAFFORD, Carla Peak (April 2016).
- *The Ethics of Class Action Settlements*, CHICAGO BAR ASSOCIATION, Class Litigation Committee, Carla Peak (June 2014).
- *Innovations in Notification*, CHICAGO BAR ASSOCIATION, Class Litigation Committee Spring Seminar, Carla Peak, presenter (May 2012).
- *Ethics in Legal Notification* accredited CLE Program (December 2012-November 2014).
- *Pitfalls of Class Action Notice and Settlement Administration* accredited CLE Program (March 2014).
- *The Fundamentals of Settlement Administration* accredited CLE Program (October 2012-August 2013).
- Carla Peak and Steven Weisbrot. *How to Design Your Notice to Minimize Professional Objectors*, Class Action Lawsuit Defense: Class Action Defense News, Developments and Commentary provided by BakerHostetler ([www.classactionlawsuitdefense.com](http://www.classactionlawsuitdefense.com)) (July 20, 2012).
- *Class Action Settlement Administration Tips & Pitfalls on the Path to Approval* accredited CLE Program (October 2012).



- *Legal Notice Ethics* accredited CLE Program (May 2010-January 2011).
- Carla Peak, *Is your legal notice designed to be noticed?* WESTLAW JOURNAL CLASS ACTION Vol.18 Issue 10 (2011).
- John B. Isbister, Todd B. Hilsee & Carla A. Peak, *Seven Steps to a Successful Class Action Settlement*, AMERICAN BAR ASSOCIATION, SECTION OF LITIGATION, CLASS ACTIONS TODAY 16 (2008).

### Case Examples

Case	Court
<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litig.)</i>	M.D. Tenn., MDL No. 1227
<i>Soders v. General Motors Corp. (Marketing Initiative)</i>	C.P. Pa., No. CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., J.C.C.P. No. 4215
<i>Defrates v. Hollywood Entertainment Corp. (Extended Viewing Fees)</i>	Cir. Ct. Ill., St. Clair. Co., No. 02L707
<i>West v. G&amp;H Seed Co. (Crawfish Farmers)</i>	27 <sup>th</sup> Jud. D. Ct. La., No. 99-C-4984-A
<i>Baiz v. Mountain View Cemetery (Burial Practices)</i>	Cal. Super. Ct., No. 809869-2
<i>Richison v. American Cemwood Corp. (Roofing Durability)</i>	Cal. Super. Ct., No. 005532
<i>Friedman v. Microsoft Corp. (Antitrust)</i>	Ariz. Super. Ct., No. CV 2000-000722
<i>Davis v. Am. Home Prods. Corp. (Norplant Contraceptive)</i>	Civ. D. Ct. La., Div. K, No. 94-11684
<i>Gordon v. Microsoft Corp. (Antitrust)</i>	D. Minn., No. 00-5994
<i>Fisher v. Virginia Electric &amp; Power Co.</i>	E.D. Va., No 3:02-CV-431
<i>Bardessono v. Ford Motor Co. (15 Passenger Vans Outreach)</i>	Wash. Super. Ct., No. 32494
<i>Gardner v. Stimson Lumber Co. (Forestex Siding)</i>	Wash. Super. Ct., No. 00-2-17633-3SEA
<i>Nichols v. SmithKline Beecham Corp. (Paxil)</i>	E.D. Pa., No. 00-6222
<i>In re Educ. Testing Serv. PLT 7-12 Test Scoring</i>	E.D. La., 2:04md1643
<i>In re Serzone Products Liability</i>	S.D. W. Va., 02-md-1477
<i>Ford Explorer Cases</i>	Cal. Super. Ct., JCCP Nos. 4226 & 4270
<i>In re Lupron Marketing &amp; Sales Practices</i>	D. Mass., MDL No.1430
<i>Morris v. Liberty Mutual Fire Ins. Co.</i>	D. Okla., NO. CJ-03-714
<i>Thibodeaux v. Conoco Philips Co.</i>	D. La., No. 2003-481
<i>Morrow v. Conoco Inc.</i>	D. La., No. 2002-3860
<i>Tobacco Farmer Transition Program</i>	U.S. Dept. of Agric.
<i>Froeber v. Liberty Mutual Fire Ins. Co.</i>	Cir. Ct. Ore., No. 00C15234
<i>Carnegie v. Household Int'l, Inc.</i>	N.D. Ill., No. 98-C-2178
<i>In re Royal Ahold Securities and "ERISA"</i>	D. Md., 1:03-md-01539
<i>First State Orthopaedics et al. v. Concentra, Inc., et al.</i>	E.D. Pa., No. 2:05-CV-04951-AB
<i>Meckstroth v. Toyota Motor Sales, U.S.A., Inc.</i>	24th Jud. D. Ct. La., No. 583-318
<i>In re High Sulfur Content Gasoline Products Liability</i>	E.D. La., MDL No. 1632



<i>Desportes v. American General Assurance Co.</i>	Ga. Super. Ct., No. SU-04-CV-3637
<i>In re Residential Schools Litigation</i>	Ont. Super. Ct., 00-CV-192059 CPA
<i>Turner v. Murphy Oil USA, Inc.</i>	E.D. La., No. 2:05-CV-04206-EEF-JCW
<i>Carter v. North Central Life Ins. Co.</i>	Ga. Super. Ct., No. SU-2006-CV-3764-6
<i>Friedman v. Microsoft Corp. (Antitrust)</i>	Ariz. Super. Ct., No. CV 2000-000722
<i>Ciabattari v. Toyota Motor Sales, U.S.A., Inc.</i>	N.D. Cal., No. C-05-04289-BZ
<i>Peek v. Microsoft Corporation</i>	Cir. Ct. Ark., No. CV-2006-2612
<i>Reynolds v. The Hartford Financial Services Group, Inc.</i>	D. Ore., No. CV-01-1529 BR
<i>Zarebski v. Hartford Insurance Co. of the Midwest</i>	Cir. Ct. Ark., No. CV-2006-409-3
<i>In re Parmalat Securities</i>	S.D.N.Y., 1:04-md-01653 (LAK)
<i>Beasley v. The Reliable Life Insurance Co.</i>	Cir. Ct. Ark., No. CV-2005-58-1
<i>Sweeten v. American Empire Insurance Company</i>	Cir. Ct. Ark., No. 2007-154-3
<i>Gunderson v. F.A. Richard &amp; Associates, Inc. (FARA)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>Gunderson v. F.A. Richard &amp; Associates, Inc. (Focus)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i>	Cir. Ct. Ark., No., CV-2007-155-3
<i>Burgess v. Farmers Insurance Co., Inc.</i>	D. Okla., No. CJ-2001-292
<i>Grays Harbor v. Carrier Corporation</i>	W.D. Wash., No. 05-05437-RBL
<i>Donnelly v. United Technologies Corp.</i>	Ont. S.C.J., 06-CV-320045CP
<i>Wener v. United Technologies Corp.</i>	QC. Super. Ct., 500-06-000425-088
<i>Brookshire Bros. v. Chiquita (Antitrust)</i>	S.D. Fla., No. 05-CIV-21962
<i>Johnson v. Progressive</i>	Cir. Ct. Ark., No. CV-2003-513
<i>Bond v. American Family Insurance Co.</i>	D. Ariz., CV06-01249-PXH-DGC
<i>Angel v. U.S. Tire Recovery (Tire Fire)</i>	Cir. Ct. W. Va., No. 06-C-855
<i>In re TJX Companies Retail Security Breach</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Cir. Ct. Ark., No. CV-2007-418-3
<i>Shaffer v. Continental Casualty Co. (Long Term Care Insurance)</i>	C.D. Cal., SACV06-2235-PSG (PJWx)
<i>Palace v. DaimlerChrysler (Neon Head Gaskets)</i>	Cir. Ct. Ill., Cook Co., No. 01-CH-13168
<i>Beringer v. Certegy Check Services, Inc. (Data Breach)</i>	M.D. Fla., No. 8:07-cv-1657-T-23TGW
<i>Lockwood v. Certegy Check Services, Inc. (Data Breach)</i>	M.D. Fla., No. 2:07-CV-587-FtM-29-DNF
<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18th D. Ct. Mont., No. DV-03-220
<i>Gunderson v. F.A. Richard &amp; Associates, Inc. (AIG)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>Jones v. Dominion Transmission, Inc.</i>	S.D. W. Va., No. 2:06-cv-00671
<i>Gunderson v. F.A. Richard &amp; Associates, Inc. (Wal-Mart)</i>	14th Jud. D. Ct. La., No. 2004-2417-D
<i>In re Trans Union Corp. Privacy (Data Breach)</i>	N.D. Ill., MDL No. 1350
<i>Gunderson v. F.A. Richard &amp; Associates., Inc. (Amerisafe)</i>	14th Jud. D. Ct. La., No. 2004-002417



<i>Bibb v. Monsanto Co. (Nitro)</i>	Cir. Ct. W.Va., No. 041465
<i>Carter v. Monsanto Co. (Nitro)</i>	Cir. Ct. W.Va., No. 00-C-300
<i>In re U.S. Department of Veterans Affairs (VA) Data Breach</i>	D. D.C., MDL 1796
<i>In re Countrywide Financial Corp. Customer Data Security Breach</i>	W.D. Ky., MDL No. 3:08-md-1998
<i>Dolen v. ABN AMRO Bank N.V. (Callable CDs)</i>	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>Griffin v. Dell Canada Inc.</i>	Ont. Super. Ct., No. 07-CV-325223D2
<i>Plubell v. Merck &amp; Co., Inc.</i>	Cir. Ct. Mo., No. 04CV235817-01
<i>Billieson v. City of New Orleans</i>	D. Ct. La., No. 94-19231
<i>Anderson v. Government of Canada</i>	Sup. Ct. NL, No. 2008NLTD166
<i>Ko v. Natura Pet Products, Inc.</i>	N.D. Cal., No. 5:09cv02619
<i>Allen v. UMB Bank, N.A.</i>	Cir. Ct. Mo., No. 1016-CV34791
<i>Blue Cross of California Website Security Cases</i>	Sup. Ct. Cal., No. JCCP 4647
<i>Alvarez v. Haseko Homes, Inc.</i>	Cir. Ct. HI., No. 09-1-2691-11
<i>LaRocque v. TRS Recovery Services, Inc.</i>	D. Maine, No. 2:11cv00091
<i>In re: Zum Pex Plumbing Products Liability Litig.</i>	D. Minn., MDL No. 08-1958
<i>Molina v. Intrust Bank, N.A.</i>	18 <sup>th</sup> Jud. D. Ct., 10-cv-3686
<i>In Re: Uponor, Inc., F1807 Products Liability Litigation</i>	D. Minn., MDL No. 2247
<i>Shames v. The Hertz Corporation</i>	S.D. Cal., No. 07cv2174-MMA
<i>Stroud v. eMachines, Inc.</i>	D. Ct. Cleveland Cnty, Okla., No. CJ-2003-968-L
<i>Holman v. Experian Information Solutions, Inc.</i>	N.D. Cal., No. 4:11cv00180
<i>Beck-Ellman v. Kaz USA Inc.</i>	S.D. Cal., No. 10-cv-2134
<i>Lee v. Stonebridge Life Insurance Company</i>	N.D. Cal., No. 3:11-cv-00043
<i>Steinfeld v. Discover Financial Services</i>	N.D. Cal., No. 3:12-cv-01118
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	D. R.I., No. 1:10-cv-00407
<i>Poertner v. The Gillette Co. and The Procter &amp; Gamble Co.</i>	M.D. Fla., No. 6:12-cv-00803
<i>In re Hypodermic Products Antitrust Litigation</i>	D. N.J., No. 2:05-cv-01602
<i>McCrary v. The Elations Company, LLC (Certification Notice)</i>	C.D. Cal., No. 13-cv-00242
<i>Lerma v. Schiff Nutrition International, Inc.</i>	S.D. Cal., No. 3:11-cv-01056
<i>Charles v. Haseko Homes, Inc.</i>	Cir. Ct. HI., No. 09-1-2697-11
<i>Kai v. Haseko Homes, Inc.</i>	Cir. Ct. HI., No. 09-1-2834-12
<i>Roberts v. Electrolux Home Products, Inc.</i>	C.D. Cal., No. 8:12-cv-01644
<i>Demereckis v. BSH Home Appliances Corp. (Certification Notice)</i>	C.D. Cal., No. 8:10-cv-00711
<i>In re Skelaxin (Metaxalone) Antitrust Litigation</i>	E.D. Ten., MDL 2343, No. 1:12-cv-194
<i>Demmick v. Cellco Partnership d/b/a Verizon Wireless</i>	D. Ct. N.J., No. 06-cv-2163
<i>Cobb v. BSH Home Appliances Corporation</i>	C.D. Cal., No. 8:10-cv-00711





<i>Fond du Lac Bumper Exchange Inc. v. Jui Li Enterprise Co. Ltd. (Direct &amp; Indirect Purchasers Classes)</i>	E.D. Wis., No. 2:09-cv-00852
<i>Thomas v. Lennox Industries Inc.</i>	N.D. Ill., No. 1:13-cv-07747
<i>In re Sears, Roebuck and Co. Front-Loading Washer Products Liability Litigation</i>	N.D. Ill., No. 1:06-cv-07023
<i>Chambers v. Whirlpool Corporation</i>	C.D. Cal., No. 8:11-cv-01733
<i>The Dial Corp. v. News Corp.</i>	S.D.N.Y., No. 1:13-cv-06802
<i>Cole v. Asurion Corporation</i>	C.D. Cal., 2:06-cv-6649
<i>Stender v. Archstone-Smith Operating Trust</i>	D. Colo., 1:07-cv-02503
<i>Campos v. Calumet Transload Railroad, LLC</i>	N.D. Ill., 1:13-cv-08376
<i>In re: The Home Depot, Inc., Customer Data Security Breach Litig.</i>	N.D. Ga., 1:14-md-02583
<i>Russell v. Kohl's Department Stores, Inc.</i>	C.D. Cal., No 5:15-cv-01143
<i>Barba v. Shire U.S., Inc.</i>	S.D. Fla., No. 1:13-cv-21158
<i>Giuliano v. SanDisk Corporation</i>	N.D. Cal., No. 4:10-cv-2787
<i>Anderson v. The Attorney General of Canada</i>	Sup. Ct. NL, No. 2007 01T4955CP
<i>Kearney v. Equilon Enterprises LLC</i>	D. Ore., No. 3:14-cv-00254
<i>Jammal v. American Family Ins. Grp.</i>	N.D. Ohio, No. 1:13-cv-00437
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of America, Inc.</i>	D. N.J., No 3:14-cv-06046
<i>In Re: Rust-Oleum Restore Marketing , Sales Practices and Products Liability Litigation</i>	N.D. Ill., No. 1:15-cv01364
<i>Johnson v. Yahoo! Inc.</i>	N.D. Ill., No. 1:14-cv02028
<i>Wells v. Abbott Laboratories, Inc.</i>	Sup. Ct. Cal., No. BC389753
<i>Rafofsky v. Nissan North America, Inc.</i>	C.D. Cal., No. 2:15-cv-01848
<i>In re Yapstone Data Breach</i>	N.D. Cal., No. 4:15-cv-04429
<i>Lavinsky v. City of Los Angeles</i>	Sup. Ct. Cal., No. BC542245
<i>Mullins v. Direct Digital LLC.</i>	N.D. Ill., No. 1:13-cv-01829
<i>In re: Solodyn (Minocycline Hydrochloride) Antitrust Litigation (Direct Purchaser Class)</i>	D. Mass., No. 1:14-md-2503
<i>Flaum v. Doctor's Associates, Inc. (d/b/a Subway)</i>	S.D. Fla., No. 16-cv-61198
<i>Eck v. City of Los Angeles</i>	Sup. Ct. Cal., No. BC577028
<i>Brill v. Bank of America, N.A.</i>	D. Ariz., No. 2:16-cv-03817
<i>In re Lidoderm Antitrust Litigation (Indirect Purchaser Class)</i>	N.D. Cal., 3:14-md-02521
<i>Luster v. Wells Fargo Dealer Services, Inc.</i>	N.D. Ga., 1:15-cv-01058
<i>Prather v. Wells Fargo Bank, N.A.</i>	N.D. Ga., 1:15-cv-04231
<i>Technology Training Associates v. Buccaneers Limited Partnership</i>	M.D. Fla., 8:16-cv-01622
<i>In re Asacol Antitrust Litigation (Direct Purchaser)</i>	D. Mass., No. 1:15-cv-12730
<i>In re Anthem, Inc. Data Breach Litigation</i>	N.D. Cal., No. 15-md-02617
<i>Nishimura v Gentry Homes, LTD.</i>	Cir. Ct. Hawai'i, 11-11-1-1522-07-RAN
<i>In re Monitronics International, Inc., TCPA Litigation</i>	N.D. W.Va., No. 5:11-cv-00090



<i>Truong v. Peak Campus Management, LLC</i>	Sup. Ct. Ill., No. 2016 CH 9735
<i>Rikos v. The Procter &amp; Gamble Co. (Align Probiotics)</i>	S.D. Ohio, No. 11-cv-00226
<i>Abante Rooter and Plumbing, Inc. v. Alarm.com Inc. (Certification)</i>	N.D. Cal., No. 4:15-cv-06314
<i>In Re: Asacol Antitrust Litig. (Direct)</i>	D. Mass., No. 1:15-cv-12730
<i>In Re: Asacol Antitrust Litig. (Indirect-Certification)</i>	D. Mass., No. 1:15-cv-12730
<i>Houze v. Brasscraft Manufacturing Co. (EZ-FLO)</i>	Sup. Ct. Ca., No. BC493276
<i>Brown v. The Attorney General of Canada and Riddle v. Her Majesty the Queen (Sixties Scoop)</i>	O.S.C.J., No. cv-09-00372025
<i>Barrow v. JPMorgan Chase Bank, N.A.</i>	N.D. Ga., No. 1:16-cv-03577
<i>Dodge v. PHH Corporation</i>	C.D. Ca., No. 8:15-cv-01973
<i>Eubank v. Pella Corporation</i>	N.D. Ill., No. 1:06-cv-04481
<i>In Re: Asacol Antitrust Litig. (Indirect-Certification)</i>	D. Mass., No. 1:15-cv-12730
<i>Ross v. Her Majesty the Queen; Ross v. Attorney General of Canada; Roy v. Attorney General of Canada and Satalic v. Attorney General of Canada (LGBT Purge)</i>	F.C., No. T-370-17; O.S.C.J., No. CV-16-5653275; Q.C.S.C., No. 500-06-000819-165; and F.C., No. T-2110-16
<i>In re Arby's Restaurant Group, Inc. Data Security Litigation</i>	N.D. Ga., No. 1:17-cv-1035
<i>In re Experian Data Breach Litigation</i>	C.D. Cal., No. 15-cv-1592
<i>Brickman v. Fitbit, Inc.</i>	N.D. Cal., No. 3:15-cv-02077
<i>Holt v. Foodstate, Inc.</i>	D. N.H., No. 1:17-cv-00637
<i>In re IKO Roofing Shingles Products Liability Litigation</i>	C.D. Ill., No. 2:09-md-02104
<i>Woodward v. Lee Labrada (weight-loss supplement)</i>	C.D. Cal. No. 5:16-cv-00189
<i>In re Samsung Top-Load Washing Machine Marketing, Sales Practices and Product Liability Litigation</i>	W.D. Okla., No. 5:17-ml-02792
<i>In re Trader Joe's Tuna Litigation</i>	C.D. Cal., No. 2:16-cv-01371
<i>Hickcox-Huffman v. US Airways, Inc.</i>	N.D. Cal, No. 5:10-cv-05193
<i>Abante Rooter and Plumbing, Inc. v. Alarm.com Inc. (Settlement)</i>	N.D. Cal., No. 4:15-cv-06314
<i>Smith v. Complyright, Inc.</i>	N.D. Ill., No. 1:18-cv-4990
<i>Schneider v. Chipotle Mexican Grill, Inc.</i>	N.D. Cal., No. 3:16-cv-02200
<i>Holt v. Foodstate, Inc.</i>	D. N.H., No. 1:17-cv-00637
<i>Lecenat v. Douglas Perlitz</i>	D. Conn., No. 3:13-cv-01132
<i>Elkies v. Johnson &amp; Johnson Services, Inc.</i>	C.D. Cal., No. 2:17-cv-07320
<i>In re Morning Song Bird Food Litigation</i>	S.D. Cal., No. 3:12-cv-01592
<i>In re Nexus 6P Products Liability Litigation</i>	N.D. Cal., No 5:17-cv-02185
<i>Worth v. CVS Pharmacy, Inc.</i>	E.D.N.Y., No. 2:16-cv-0200498
<i>Abante Rooter and Plumbing, Inc. v. OH Insurance Agency Alarm.com Inc. (Settlement)</i>	N.D. Ill., No. 1:15-cv-09025
<i>Soukhaphonh v. Hot Topic, Inc.</i>	C.D. Cal., No. 2:16-cv-05124
<i>Weeks v. Google LLC</i>	N.D. Cal., No. 5:18-cv-00801
<i>In re: Sonic Corp. Customer Data Breach Litigation</i>	N.D. Ohio, No. 1:17-md-02807



<i>Brickman v. Fitbit, Inc.</i>	N.D. Cal., No. 3:15-cv-02077
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# Exhibit 2

