

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

**CARLA TRACY, DARRYL BOWSKY,
and DEBORAH HARRINGTON,
individually and on behalf of all others
similarly situated,**

Plaintiffs,

v.

**ELEKTA, INC., and NORTHWESTERN
MEMORIAL HEALTHCARE,**

Defendants.

Judge Steven D. Grimberg

Case No. 1:21-cv-02851

**DECLARATION OF BRANDON SCHWARTZ
REGARDING PROPOSED NOTICE PLAN AND ADMINISTRATION**

I, Brandon Schwartz, declare as follows:

1. I serve as the Director of Notice at Eisner Advisory Group, LLC ("EAG"), a comprehensive legal administration firm specializing in the development, implementation, and impartial management of intricate legal notification programs. EAG was asked by Counsel to devise and execute the proposed Notice Plan, as well as administer the claims process in the above-referenced matter (the "Action").¹ The statements presented herein are based on my personal knowledge, as well as information provided by other skilled EAG professionals operating under my supervision, along with my examination of information and documents furnished by Counsel.

2. EAG routinely undertakes the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

the EAG team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs. For more detailed information about EAG, visit our website at www.eisneramper.com.

EXPERIENCE

3. Drawing upon over 15 years of extensive expertise in class action, advertising, media, and marketing, I have cultivated comprehensive noticing solutions encompassing all facets of class action certification and settlement. My proficiency extends to a deep understanding of email and postal distribution methodologies, reach and frequency analysis, strategic media generation, meticulous demographic research, media plan design, effective media development and procurement, commercial and video production creation, and the adept application of best practices for effective social media outreach.

4. I have designed and implemented notice campaigns for more than 100 high-profile cases in addition to the hundreds of cases I have managed. Some of my notice plans include: *Miracle-Pond, et al. v. Shutterfly, Inc.*, No. 2019-CH-07050 (Cir. Ct. Cook Cnty.); *Baldwin et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.); *In re Novant Health, Inc.*, No. 1:22-cv00697 (M.D.N.C.); *Rivera et al., v Google LLC*, 2019-CH-00990 (Cir. Ct. Cook Cnty.); *In re Sonic Corp. Customer Data Breach Litigation*, 1:17-md-02807-JSG (N.D. Ohio); *Riley v. Centerstone of America*, No. 3:22-cv-00662 (M.D. Tenn.); and *Tucker v. Marietta Area Health Care Inc.*, No. 2:22-cv-00184 (S.D. Ohio). A description of my experience is attached as **Exhibit A**.

5. As outlined in the following section, the courts have consistently acknowledged both the credibility of EAG (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of my class action notice plans. Illustrative court opinions affirming the sufficiency of EAGs notice plans include:

- a. On December 12, 2022, in the Order in *LaPrairie v. Presidio, Inc., et al.*, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. ruled:

The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- b. On September 28, 2022, in the Order in *Rivera, et al. v. Google LLC*, 2019-CH-00990 (Ill. Cir. Ct. Cook Cnty.), Judge Anna M. Loftus ruled:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- c. On June 16, 2022, in the Order in *Baldwin et al. v. National Western Life Insurance Company*, No. 2:21-cv-04066 (W.D. Mo.), Judge Willie J. Epps, Jr ruled:

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

OVERVIEW

6. Based on our review of the Settlement Agreement, the proposed class arising out of the April 2021 Data Breach consists of:

All persons residing in the United States who had their Sensitive Information hosted by Elekta compromised as a result of the Data Breach.

7. The Class specifically excludes (1) the judge presiding over the class action lawsuit and the judge’s direct family members; (2) the Defendants, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendants or their parents have a controlling interest, and their current or former officers, directors, and employees; and (3) Settlement Class Members who submit a valid request to be excluded from the Settlement.

8. The objective of this Notice Plan is to ensure the delivery of the most feasible and effective notice to the Settlement Class, in compliance with the provisions set forth in Fed. R. Civ. P. 23. Consequently, it is my opinion that the ensuing Notice Plan satisfies due process standards and adheres to the recommendations in the *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*.

PROPOSED NOTICE PLAN

9. EAG has been apprised by Class Counsel that the estimated total size of the Settlement Class is roughly 497,780. In order to obtain the pertinent contact details of Class Members, it has been communicated to EAG that upon the preliminary approval of the Settlement Agreement, Defendant will furnish EAG with a list of all records comprising the names and last known mailing addresses of all Class Members (“Class Member Information”).

10. The proposed Notice Plan provides individual notice to be sent via postal mail to all Class Members identified in the Class Member Information list.

Direct Mail Notice

11. The Short Notice, including a tear-off claim form with pre-paid postage, will be mailed (the “Postcard Notice”) via United States Postal Service (“USPS”) First Class Mail to the Settlement Class identified in the Class Member Information list. Prior to mailing, all mailing

addresses will be checked against the National Change of Address (“NCOA”) database maintained by USPS to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery.² Additionally, the addresses will be validated through the Coding Accuracy Support System (CASS) to uphold zip code precision, while Delivery Point Validation (DPV) will be employed to verify address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, EAG will update the address accordingly. In instances where a Postcard Notice is returned with forwarding address information, EAG will re-send to the newly provided address. For any Postcard Notices that are returned as undeliverable, EAG will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, EAG will re-mail the notice to the address identified through the skip-tracing process.

Settlement Website

12. EAG will create and maintain a website, www.elektadatasettlement.com, dedicated to this Settlement. The website address will be prominently included in the Short and Long Notice (collectively, the “Notices”). The Notices, along with other relevant documents such as the Preliminary Approval Order, the Settlement Agreement, and the Claim Form, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also allow Class Members to file a claim electronically, and include relevant dates, other case-related information, instructions for how to be excluded from the Class or object to the Settlement, and contact information for the Settlement Administrator.

Dedicated Toll-Free Hotline

13. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (IVR) system where

² The NCOA database is maintained by the USPS and consists of approx. 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months.

Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Administrator.

Requests for Exclusion

14. Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box that EAG will maintain. EAG will monitor all mail delivered to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

CONCLUSION

15. The proposed Notice Plan encompasses individualized direct notice, crafted in accordance with the principles of plain language guidance, to all members of the Class who can be identified through reasonable efforts.

16. It is my opinion based on my expertise and experience, as well as that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.³

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 22nd day of August, 2024 in Portland, Oregon.



Brandon Schwartz

³ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

Exhibit A: CV of Brandon Schwartz

Brandon Schwartz



Brandon Schwartz is the Director of Notice for EAG Gulf Coast, LLC. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

Brandon has more than 15 years of experience designing and implementing complex notice programs. His knowledge of email and postal distribution, demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23 compliance keep clients informed of the best practices in legal notice design. He is the author of several articles pertaining to Rule 23 changes and notice design and implementation.

Brandon has designed and implemented notice campaigns for hundreds of cases in his career. Prior to joining EAG Gulf Coast, LLC, Brandon was the Director of Notice and Media for a large claims administrator where he was responsible for overseeing cases such as: *In re Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation*; *In re Sony PS3 "Other OS" Litigation*; *Gordon v. The Hain Celestial Group et al*; and *Smith, et al. v. Floor & Decor Outlets of America, Inc.*

EDUCATION & CREDENTIALS

- Bachelor of Science, Marketing, University of Illinois at Chicago
- Bachelor of Science, Management, University of Illinois at Chicago
- Legal Notice Expert

ARTICLES

- Legal Notice and Social Media: How to Win the Internet
- Rule 23 Changes: Avoid Delays in Class Settlement Approval
- Rule 23 Changes: How Electronic Notice Can Save Money
- Tackling Digital Class Notice with Rule 23 Changes
- What to Expect: California's Northern District Procedural Guidance Changes

SPEAKING ENGAGEMENTS

- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, Case No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process.

- **Scott Gilmore et al. v. Monsanto Company, et al.**, Case No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, Case No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

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

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, Case No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Pagan, et al. v. Faneuil, Inc.**, Case No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did



provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- **LaPrairie v. Presidio, Inc., et al.**, Case No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, Case No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

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

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, Case No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude



themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.

- **Rivera, et al. v. Google LLC**, Case No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, Case No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

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

- **Hosch et al. v. Drybar Holdings LLC**, Case No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

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



- **Baldwin et al. v. National Western Life Insurance Company**, 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

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

- **Chapman et al. v. voestalpine Texas Holding LLC**, Case No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) *Constituted the best practicable notice, under the circumstances;*
 - (b) *Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
 - (c) *Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
 - (d) *Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*
- **Hanson v. Welch Foods Inc.**, Case No. 3:20-cv-02011 (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, 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 individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the



- class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.*
- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, 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 individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court’s exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).
 - **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.
 - **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such



notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 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 individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Lisa Jones et al. v. Monsanto Company, et al.**, No. 4:19-cv-00102-BP (W.D. Mo.), Chief Judge Beth Phillips on May 13, 2021:

The Court also notes that there has been only one objection filed, and even the Objector has not suggested that the amount of the settlement is inadequate or that the notice or the method of disseminating the notice was inadequate to satisfy the requirements of the Due Process Clause or was otherwise infirm...However, with respect to the Rule 23(e) factors, the Court finds that the process used to identify and pay class members and the amount paid to class members are fair and reasonable for settlement purposes.

- **Winters et al. v. Two Towns Ciderhouse Inc.**, No. 3:20-cv-00468-BAS-BGS (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Notice via social media resulted in 30,633,610 impressions. (Schwartz Decl. ¶4.) Radio notice via Spotify resulted in 394,054 impressions. (Id. ¶ 5.) The settlement website received 155,636 hits, and the toll-free number received 51 calls. (Id. ¶¶ 9, 14.) Thus, the Court finds the Notice complies with due process.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration 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.

- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

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

- **Edward Makaron et al. v. Enagic USA, Inc.**, 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

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

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

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, provided individual notice to all Settlement



Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Hartig Drug Company Inc., v. Senju Pharmaceutical LTD., and Allergan, Inc.**, 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

The Court approves the proposed notice program, including the Mail Notice and the Publication Notice, attached as Exhibits A and B to the Declaration of Brandon Schwartz of Garden City Group in support of Plaintiff's Unopposed Motion to Distribute Notice to the Settlement Class ("Schwartz Declaration"). The Court further approves the claim form attached as Exhibit C to the Schwartz Declaration. The Court finds that the manner of notice proposed constitutes the best practicable notice under the circumstances as well as valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of the Federal Rule of Civil Procedure 23...

- **Gordon v. Hain Celestial Group, et al.**, 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

- **In re: Sony PS3 "Other OS" Litigation**, 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

The Court finds that the program for disseminating notice to the Class provided for in the Settlement, and previously approved and directed by the Court (the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and that such Notice Program, including the approved forms of notice, constitutes the best notice practicable under the circumstances and fully satisfied due process, the requirements of Rule 23 of the Federal Rules of Civil Procedure and all other applicable laws.

- **In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation**, 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

Notice of the Settlement Agreements to the Settlement Classes required by Rule 23(e) of the Federal Rules of Civil Procedure, including the additional forms of notice as approved by the Court, has been provided in accordance with the Court's orders granting preliminary approval of these Settlements and notice of the Settlements, and such Notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rules of Civil Procedure 23(c)(2)(B) and due process.



LEGAL NOTICE CASES

Case Caption	Docket Number	Court
<i>Rivera, et al. v. Google LLC</i>	19-CH-00990	Ill. Cir. Ct. Cook Cnty.
<i>Hezi v Celsius Holdings, Inc</i>	1:21-cv-09892	S.D.N.Y.
<i>Quackenbush, et al. v American Honda Motor Company, Inc. et al.</i>	3:20-cv-05599	N.D. Cal.
<i>Sanders, et al. v. Ibex Global Solutions, Inc., et al.</i>	1:22-cv-00591	D.D.C.
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i>	4:07-cv-05944	N.D. Cal.
<i>John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i>	2021L00026	Fifteenth Judicial Circuit of Illinois, Lee County
<i>Gonshorowski v. Spencer Gifts, LLC</i>	ATL-L-000311-22	N.J. Super. Ct.
<i>Stewart et al. v. Albertsons Cos., Inc.</i>	16CV15125	Mult. Cty. Cir. Ct.
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i>	511490/2021	Kings Co. Sup. Ct., 2d Jud. Dist.
<i>Terry Fabricant v. Top Flite Financial, Inc.</i>	20STCV13837	Cal. Super.
<i>Riley v. Centerstone of America</i>	3:22-cv-00662	M.D. Tenn.
<i>Bae v. Pacific City Bank</i>	21STCV45922	Cal. Super.
<i>Tucker v. Marietta Area Health Care Inc.</i>	2:22-cv-00184	S.D. Ohio
<i>Acaley v. Vimeo.com, Inc</i>	19-CH-10873	Ill. Cir. Ct. Cook Cnty.
<i>Easter v Sound Generations</i>	21-2-16953-4	Wash. Super.
<i>GPM v City of Los Angeles</i>	21STCV11054	Cal. Super.
<i>Pagan v. Faneuil, Inc</i>	3:22-cv-297	E.D. Va.
<i>Estes v. Dean innovations, Inc.</i>	20-CV-22946	Mult. Cty. Cir. Ct.
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i>	21-2-03929-1	Wash. Super.
<i>Gilmore, et al. v. Monsanto Company, et al.</i>	3:21-cv-8159	N.D. Cal.
<i>Copley v. Bactolac Pharmaceutical, Inc. et al.</i>	2:18-cv-00575	E.D.N.Y.
<i>James v. CohnReznick LLP</i>	1:21-cv-06544	S.D.N.Y.
<i>Doe v. Virginia Mason</i>	19-2-26674-1	Wash. Super.
<i>LaPrairie v. Presidio, Inc., et al.</i>	1:21-cv-08795	S.D.N.Y.
<i>Richardson v. Overlake Hospital Medical Center et al.</i>	20-2-07460-8	Wash. Super.
<i>Weidman, et al. v. Ford Motor Company</i>	2:18-cv-12719	E.D. Mich.
<i>Siqueiros et al. v. General Motors, LLC</i>	3:16-cv-07244	N.D. Cal.
<i>Vaccaro v. Delta Drugs, II. Inc.</i>	20STCV28871	Cal. Super.
<i>Hosch v. Drybar Holdings LLC</i>	2021-CH-01976	Ill. Cir. Ct. Cook Cnty.
<i>Davidson v. Healthgrades Operating Company, Inc.</i>	21-cv-01250	D. Colo.
<i>Baldwin et al. v. National Western Life Insurance Co.</i>	2:21-cv-04066	W.D. Mo.
<i>Deien v. Seattle City Light</i>	19-2-21999-8	Wash. Super.
<i>Blake Chapman et al. v. voestalpine Texas, LLC, et al.</i>	2:17-cv-00174	S.D. Tex.



Case Caption	Docket Number	Court
<i>Hanson v. Welch Foods Inc.</i>	3:20-cv-02011	N.D. Cal.
<i>McMorrow v. Mondelez International, Inc.</i>	3:17-cv-02327	S.D. Cal.
<i>Hadley, et al. v. Kellogg Sales Company</i>	5:16-cv-04955	N.D. Cal.
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i>	16-cv-10984	Cir. Ct. Cook Cnty.
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i>	1:17-md-02807	N.D. Ohio
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i>	3:18-cv-00850	E.D. Va.
<i>Krommenhock, et al. v. Post Foods, LLC</i>	3:16-cv-04958	N.D. Cal.
<i>Daley, et al. v. Greystar Management Services LP, et al.</i>	2:18-cv-00381	E.D. Wash.
<i>Brianna Morris v. FPI Management Inc.</i>	2:19-cv-0128	E.D. Wash.
<i>Kirilose Mansour v. Bumble Trading Inc.</i>	RIC1810011	Cal. Super.
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i>	21-2-08738-4	Wash. Super.
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i>	12-2059	E.D. La.
<i>Jackson-Battle v. Navicent Health, Inc.</i>	2020-cv-072287	Ga Super.
<i>Richardson v. Overlake Hospital Medical Center et al.</i>	20-2-07460-8	Wash. Super.
<i>Fabricant v. Amerisave Mortgage Corp</i>	2:19-cv-04659	C.D. Cal.
<i>Jammeh v. HNN Assoc.</i>	2:19-cv-00620	W.D. Wash.
<i>Farruggio, et al. v. 918 James Receiver, LLC et al.</i>	3831/2017	N.Y. Sup Ct
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i>	3:20-cv-00468	S.D. Cal.
<i>Siddle, et al. v. The Duracell Company, et al.</i>	4:19-cv-00568	N.D. Cal.
<i>Lisa Jones et al. v. Monsanto Company</i>	4:19-cv-00102	W.D. Mo.
<i>Makaron v. Enagic USA, Inc.</i>	2:15-cv-05145	C.D. Cal.
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i>	1:17-cv-01307	N.D. Ill.
<i>Hughes et al. v. AutoZone Parts Inc. et al.</i>	BC631080	Cal. Super.
<i>Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i>	3:17-cv-0586	W.D. Wash.
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i>	535340	Cal. Super.
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i>	1:16-cv-11675	N.D. Ill.
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i>	1:16-cv-11675	N.D. Ill.
<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i>	BC652939	Cal. Super.
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i>	82253	La. Dist.
<i>In re: Sony PS3 "Other OS" Litigation</i>	4:10-cv-01811	N.D. Cal.
<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i>	3:12-cv-00169	D.N.J.
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i>	3:12-cv-00711	D.N.J.
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.</i>	1:14-cv-00719	D. Del.
<i>Gordon v. The Hain Celestial Group, et al.</i>	1:16-cv-06526	S.D.N.Y.
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement (MDL 2179)</i>	2:10-md-02179	E.D. La.



Case Caption	Docket Number	Court
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation (MDL 2358)</i>	1:12-md-02358	D. Del.
<i>In re: Pool Products Distribution Market Antitrust Litigation (MDL 2328)</i>	2:12-md-02328	E.D. La.
<i>In re: Polyurethane Foam Antitrust Litigation (MDL 2196)</i>	1:10-md-2196	N.D. Ohio
<i>In re: Processed Egg Products Antitrust Litigation (MDL 2002)</i>	2:08-md-02002	E.D. Pa.
<i>In re: The Flintkote Company and Flintkote Mines Limited</i>	1:04-bk-11300	Bankr. D. Del.
<i>In re: Prograf (Tacrolimus) Antitrust Litigation (MDL 2242)</i>	1:11-cv-02242	D. Mass.
<i>Markos v. Wells Fargo Bank, N.A.</i>	1:15-cv-01156	N.D. Ga.
<i>Cross v. Wells Fargo Bank, N.A.</i>	1:15-cv-01270	N.D. Ga.
<i>Ferrick v. Spotify USA Inc.</i>	1:16-cv-08412	S.D.N.Y.
<i>In re: Parmalat Securities Litigation (MDL 1653)</i>	1:04-md-01653	S.D.N.Y.
<i>Smith v. Floor and Décor Outlets of America, Inc.</i>	1:15-cv-04316	N.D. Ga.
<i>Schwartz v. Intimacy in New York, LLC</i>	1:13-cv-05735	S.D.N.Y.
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation (MDL 2426)</i>	2:13-md-02426	D. Me.
<i>Young v. Wells Fargo & Co</i>	4:08-cv-00507	S.D. Iowa
<i>In re: Credit Default Swaps Antitrust Litigation (MDL 2476)</i>	1:13-md-02476	S.D.N.Y.
<i>Anthony Frank Lasseeter et. al. v. Rite-Aid</i>	09-cv-2013-900031	Ala. Cir. Ct.
<i>Khoday v. Symantec Corp.</i>	0:11-cv-00180	D. Minn.
<i>MacKinnon, Jr v. IMVU</i>	1-11-cv-193767	Cal. Super.
<i>Ebarle et al. v. LifeLock, Inc.</i>	3:15-cv-00258	N.D. Cal.
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i>	1:15-cv-05880	S.D.N.Y.
<i>Schwartz v. Avis Rent A Car System</i>	2:11-cv-04052	D.N.J.
<i>Klein v. Budget Rent A Car System</i>	2:12-cv-07300	D.N.J.
<i>Pietrantonio v. Kmart Corporation</i>	15-5292	Mass. Cmmw.
<i>Cox et al. v. Community Loans of America, Inc., et al.</i>	4:11-cv-00177	M.D. Ga.
<i>Vodenichar et al. v. Halcón Energy Properties, Inc. et al.</i>	2013-512	Pa. Com. Pleas
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i>	1208 10246	Or. Cir.
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i>	0:13-cv-62019	S.D. Fla.
<i>Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.</i>	03-2-33553-3	Wash. Super.
<i>Phillips v. Bank of America</i>	15-cv-00598	Cal. Super.
<i>Ziwczyn v. Regions Bank and American Security Insurance Co.</i>	1:15-cv-24558	S.D. Fla
<i>Dorado vs. Bank of America, N.A.</i>	1:16-cv-21147	S.D. Fla
<i>Glass v. Black Warrior Electric</i>	cv-2014-900163	Ala. Cir.
<i>Beck v. Harbor Freight Tools USA, Inc.</i>	15-cv-00598	Ohio Com. Pleas
<i>Ligon v. City of New York, et al.</i>	12-cv-2274	S.D.N.Y.



Case Caption	Docket Number	Court
<i>Abdellahi, et al., vs. River Metals Recycling, LLC</i>	13-CI00095	Ky. Cir.
<i>Alegre v. XPO Last Mile, Inc.</i>	2:15-cv-02342	D.N.J.
<i>Jack Leach et al. v. E.I. du Pont de Nemours and Co.</i>	01-C-608	W. Va. Cir.
<i>Hayes, et al. v. Citizens Financial Group Inc., et al.</i>	1:16-cv-10671	D. Mass.
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i>	1:13-cv-07789	S.D.N.Y.
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i>	2:13-cv-05693	C.D. Cal.
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah</i>	C13-02656	Cal. Super.
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i>	0:18-cv-01159	D.N.J.
<i>United States v. Takata Corporation</i>	2:16-cv-20810	E.D. Mich.
<i>Free Range Content, Inc. v. Google Inc.</i>	5:14-cv-02329	N.D. Cal.
<i>Bautista v. Valero Marketing and Supply Company</i>	3:15-cv-05557	N.D. Cal.
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i>	cv-16-70667	Ont. Super. Ct.
<i>Thierry Muraton -and- Toyota Canada Inc.</i>	500-06-000825-162	Que. Super. Ct.
<i>In re: Residential Schools Class Action Litigation</i>	00-cv-192059	Ont. Super. Ct.
<i>In re: Tricor Antitrust Litigation</i>	05-340	D. Del.
<i>Masztal v. City of Miami</i>	3D06-1259	Fla. Dist. App.
<i>In re: Tribune Company, et al.</i>	08-13141	D. Del.
<i>Marian Perez v. Tween Brands Inc.</i>	14-cv-001119	Ohio Com. Pleas
<i>Ferguson v. Safeco</i>	DV 04-628B	Mont. Dist.
<i>Williams v. Duke Energy</i>	1:08-cv-00046	S.D. Ohio
<i>Boone v. City of Philadelphia</i>	2:05-cv-01851	E.D. Pa.
<i>In re: Lehman Brothers Inc.</i>	08-13555, 08-01420	Bankr. S.D.N.Y.
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation (MDL No. 1796)</i>	1:06-md-00506	D.D.C.
<i>In re: Countrywide Customer Data Breach Litigation (MDL No. 1998)</i>	3:08-md-01998	W.D. Ky.
<i>In re: Checking Account Overdraft Litigation (MDL No. 2036)</i>	1:09-md-02036	S.D. Fla.
<i>In re: Heartland Data Security Breach Litigation (MDL No. 2046)</i>	4:09-md-02046	S.D. Tex.
<i>Schulte v. Fifth Third Bank</i>	1:09-cv-06655	N.D. Ill.
<i>Mathena v. Webster Bank, N.A.</i>	3:10-cv-01448	D. Conn.
<i>Delandro v. County of Allegheny</i>	2:06-cv-00927	W.D. Pa.
<i>Trombley v. National City Bank</i>	1:10-cv-00232	D.D.C.
<i>Fontaine v. Attorney General of Canada</i>	00-cv-192059 CP	Ont. Super. Ct.
<i>Marolda v. Symantec Corp.</i>	3:08-cv-05701	N.D. Cal.



Exhibit B: CV of EAG



Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than \$14 billion dollars in settlement claims.

Sample Case Experience*



Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.



Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.



Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)⁴
- In re: Interior Molded Doors Antitrust Litigation (Indirect)



Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)¹
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)¹
- In re: Paraquat Products Liability Litigation (MDL 3004)¹
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)²
- Essure Product Liability Settlement³
- Porter Ranch (JCCP 4861)



Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.



Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit



Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

^{*}Work performed as Postlethwaite & Netterville, APAC (P&N)

¹Services provided in cooperation with the Court-Appointed Special Master

²Appointed As Common Benefit Trustee

³Inventory Settlement

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC practice as an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed independent CPA firm that provides attest services to its clients, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services to their clients. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms. The entities falling under the EisnerAmper brand are independently owned and are not liable for the services provided by any other entity providing services under the EisnerAmper brand. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by EisnerAmper LLP and Eisner Advisory Group LLC.

EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- **Hezi v. Celsius Holdings, Inc.**, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- **Scott Gilmore et al. v. Monsanto Company, et al.**, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- **John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.**, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

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

- **Sanders et al. v. Ibex Global Solutions, Inc. et al.**, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Vaccaro v. Super Care, Inc.**, No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Gonshorowski v. Spencer Gifts, LLC**, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- **Vaccaro v. Delta Drugs II, Inc.**, No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- **Pagan, et al. v. Faneuil, Inc.**, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

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



- **LaPrairie v. Presidio, Inc., et al.**, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- **Nelson v. Bansley & Kiener, LLP**, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

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

- **Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.**, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.



- **Rivera, et al. v. Google LLC**, No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP**, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

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

- **Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.**, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

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

- **Hosch et al. v. Drybar Holdings LLC**, No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed



Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- **Baldwin et al. v. National Western Life Insurance Company**, No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

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

- **Chapman et al. v. voestalpine Texas Holding LLC**, No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

- (a) Constituted the best practicable notice, under the circumstances;*
- (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

- **Clopp et al. v. Pacific Market Research LLC**, No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

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



- **Whitlock v. Christian Homes, Inc., et al**, No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

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

- **Hanson v. Welch Foods Inc.**, No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, 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 individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Dein v. Seattle City Light**, No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- **Frank v. Cannabis & Glass, LLC, et al**, No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including



individual notice to all Settlement Class Members who could be identified through reasonable effort.

- **McMorrow, et al. v. Mondelez International, Inc.**, No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- **Daley, et al. v. Greystar Management Services LP, et al.**, No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class...was the best practicable notice under the circumstances. The Class Notice program...was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....

- **Mansour, et al. v. Bumble Trading, Inc.**, No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.



- **Hadley, et al. v. Kellogg Sales Company**, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, 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 individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Miracle-Pond, et al. v. Shutterfly, Inc.**, No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- **Jackson-Battle, et al. v. Navicent Health, Inc.**, No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).

- **In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation**, No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable



under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- **Krommenhock, et al. v. Post Foods, LLC**, No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 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 individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- **Winters, et al. v. Two Towns Ciderhouse, Inc**, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)...Thus, the Court finds the Notice complies with due process....With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- **Siddle, et al. v. The Duracell Company, et al.**, No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

The Court finds that the Class Notice and Claims Administration 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.



- **Fabricant v. Amerisave Mortgage Corporation**, No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

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

- **Snyder, et al. v. U.S. Bank, N.A., et al.**, No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

The Court makes the following findings and conclusions regarding notice to the Settlement Class:

a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;
b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- **Edward Makaron et al. v. Enagic USA, Inc.**, No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

The Court makes the following findings and conclusions regarding notice to the Class:

a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably



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

- **Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections**, No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

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, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- **Paul Story v. Mammoth Mountain Ski Area, LLC**, No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.



- **John Burford, et al. v. Cargill, Incorporated**, No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- **In RE: FEMA Trailer Formaldehyde Product Liability Litigation**, MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

- (a) constituted the best practicable notice to Class Members under the circumstances;*
- (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;*
- (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;*
- (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;*
- (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;*



- (f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;*
- (g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and*
- (h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.*

