

IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

SERGIO GUTIERREZ, ESTEBAN
PALMA individually and on behalf of a
class of similarly situated individuals,

Plaintiffs,

v.

FORMULA ONE DIGITAL MEDIA
LIMITED, a foreign private limited
company.,

Defendant.

No: 2025LA00000329

Hon. Charles C. Smith

**PLAINTIFFS' UNOPPOSED MOTION AND MEMORANDUM IN SUPPORT OF
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Dated: October 7, 2025

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Pursuant to the Court’s June 25, 2025 Preliminary Approval Order, Sergio Gutierrez and Esteban Palma (collectively, “Plaintiffs”) respectfully move for final approval of the Class Action Settlement Agreement entered between the Parties to this Action (the “Settlement Agreement”).¹ Defendant Formula One Digital Media Limited (“Defendant”) does not oppose this Motion and no Settlement Class Members have filed any objections to the Settlement.

INTRODUCTION

On June 25, 2025, the Court preliminarily approved the class action settlement between Plaintiffs and Defendant and directed that notice be sent to the Settlement Class. The settlement administrator has implemented the Court-approved notice plan and direct notice has reached approximately 88.8% of the identified potential Settlement Class. *See* Declaration of Cameron Azari (“Azari Decl.”), attached hereto as **Exhibit A**, at ¶¶ 18, 25, 35. The reaction from the Settlement Class has been overwhelmingly positive. Of the over 2.8 million identified potential Settlement Class Members, *zero* have objected, and only thirty-eight have requested to be excluded. Azari Decl. ¶¶ 21-25, 30. The Settlement is an excellent result for the Settlement Class and the Court should grant final approval.

The Settlement’s strength speaks for itself: it provides that Defendant shall fund a settlement of up to \$5,500,000 from which every Settlement Class Member who submits a valid and timely Claim Form will receive a cash payment of \$17. Settlement Agreement ¶¶ 1.3, 2.1(a). The Settlement also provides meaningful prospective relief, as Defendant will add the word

¹ Unless otherwise defined herein, all capitalized terms have the same force, meaning and effect as ascribed in the Definitions section of the Settlement Agreement. The Settlement Agreement is attached to the Declaration of Eugene Y. Turin in Support of Plaintiffs’ Unopposed Motion for Final Approval of the Class Action Settlement (“Turin Decl.”), which is attached as **Exhibit B** hereto.

“video” to its website consent management platform disclosure to enhance its current cookies policy. Settlement Agreement ¶ 2.2.

Critically, the value achieved through the Settlement Agreement is guaranteed while chances of prevailing on the merits are far from certain. While Plaintiffs believe they would likely prevail on their claims, they are also aware that Defendant firmly denies all charges of wrongdoing or liability and the material allegations of the Complaint and would have pursued several legal and factual defenses. If Defendant were successful on any one of its defenses, Plaintiffs and the Settlement Class Members would risk receiving no recovery whatsoever. *See* Turin Decl. ¶¶ 25, 28. Indeed, other Facebook Tracking Pixel-based VPPA cases have failed at the motion to dismiss stage. *See* Turin Decl. ¶ 26 (citing cases). And similar cases failed later on. *Id.* ¶ 27. Furthermore, the Illinois Supreme Court has ruled that damages under Illinois’s Biometric Information Privacy Act (“BIPA”), which is like the VPPA, are “discretionary rather than mandatory” (*Cothron v. White Castle System, Inc.*, 2023 Ill. 128004 ¶ 42), meaning even a trial victory may not have guaranteed that Settlement Class Members received a monetary payment. Taking these realities into account and recognizing the risks involved in any litigation, the relief available to each Settlement Class Member in the Settlement represents a truly excellent result for the Settlement Class, especially since it aligns with or compares favorably to the VPPA settlements and other privacy settlements that came before it.

For these reasons, and as explained further below, the Settlement is fair, reasonable, and adequate, and warrants this Court’s final approval.

BACKGROUND

Defendant is the operator of the popular website Formula1.com and the streaming service F1 TV, which are available by web and app. Defendant’s website and streaming service provide

news and information about Formula 1 racing to consumers throughout the country, including providing a variety of prerecorded video content. This litigation originated when Plaintiff Gutierrez filed his action against Defendant in May 2024 in Illinois state court alleging that Defendant's website used tracking technology to disclose its subscribers' viewing history and identities ("PII") to third-parties so that advertisers could target specific viewers. Plaintiff Gutierrez further alleged that subscribers were not specifically asked to consent to Defendant sharing and disclosing their PII to third parties such that it violated the VPPA. After removing Plaintiff Gutierrez's suit to the Northern District of Illinois, Defendant filed a motion to dismiss, and Plaintiff Gutierrez filed an amended complaint addressing the arguments raised therein. Subsequent to the filing of Plaintiff Gutierrez's original complaint, Plaintiff Palma filed his action against Defendant in July 2024 in the Eastern District of New York alleging that, similar to Plaintiff Gutierrez, Defendant disclosed his viewing history from visiting Defendant's website without consent in violation of the VPPA. To prevent Defendant from moving to dismiss the Palma action based on the first-to-file doctrine, and in an effort to encourage resolution of the litigation, Plaintiff Gutierrez dismissed his action without prejudice in October 2024. Concurrently, Plaintiff Palma filed a First Amended Complaint that mooted Defendant's original motion to dismiss and Defendant filed an answer in the *Palma* action in December 2024.

In an effort to resolve the litigation the Parties attended a mediation on March 11, 2025 before JAMS mediator Mark Isserles, Esq. After a full-day mediation and contentious negotiations, the Parties were not able to reach an agreement on a settlement. A mediator's proposal was ultimately presented to the Parties, and the Parties were finally able to reach an agreement on a settlement in principle. Thereafter, the Parties spent significant efforts negotiating the terms of the settlement including the scope of the notice plan and the nature of the release, with

the Parties fully executing the Settlement Agreement on May 21, 2025. In order to effectuate the Settlement, and to ensure that there were no issues related to Article III standing (*see, e.g., Salazar v. Nat'l Basketball Ass'n*, 118 F.4th 533 (2d Cir. 2024)), the Parties agreed that the *Palma* action would be dismissed and that the actions would be refiled as a consolidated action before this Court. The Court granted preliminary approval of this Settlement on June 25, 2025 and class notice was commenced by the Settlement Administrator on July 18, 2025. Azari Decl. ¶ 22.

TERMS OF THE SETTLEMENT

The key terms of the Settlement Agreement are briefly summarized as follows:

I. CLASS DEFINITION

The “Settlement Class” is defined in the Preliminary Approval Order as follows:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and June 25, 2025.

Excluded from the Settlement Class are: (i) Defendant, any entity in which the Defendant has a controlling interest, and the Defendant’s officers, directors, legal representatives, successors, parent companies, subsidiaries, affiliates, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) all individuals who on or before the date the Court enters the Preliminary Approval Order filed or served with AAA a written arbitration demand against Formula 1 alleging a violation of the VPPA relating to the Formula 1 Digital Properties.

II. MONETARY AND PROSPECTIVE RELIEF

Defendant has agreed to fund a settlement of up to \$5,500,000, from which each Settlement Class Member who submits a timely, simple, Claim Form approved by the Settlement Administrator, will receive a \$17 cash payment. Settlement Agreement ¶¶ 1.32, 2.1(a).

In addition, Defendant has agreed to enhance the current disclosures on its website consent management platform by adding the word “video” to make sure that consumers are made aware of what information is being collected from them. Settlement Agreement ¶ 2.2.

III. RELEASE

In exchange for the relief described above, Defendant and each of its related and affiliated entities as well as all “Released Parties,” as defined at Settlement Agreement ¶ 1.28, will receive a full release of any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members arising out of their use of the Formula 1 Digital Properties. *See id.* ¶¶ 1.28, 1.35, 3.1-3.2.

IV. NOTICE AND ADMINISTRATION EXPENSES

The cost of sending the Notice set forth in the Settlement Agreement and any other notice as required by the Court, as well as all costs of administration of the Settlement will be paid by Defendant via the Settlement Benefit Cap. Settlement Agreement ¶¶ 1.19, 1.32.

V. SERVICE AWARDS AND ATTORNEYS’ FEES, COSTS, AND EXPENSES

In recognition of their efforts on behalf of the Settlement Class, Defendant has agreed that Plaintiffs Sergio Gutierrez and Esteban Palma may receive \$2,500.00 each from Defendant, as appropriate compensation for their time and effort serving as Class Representatives and as parties to the Action, subject to Plaintiffs' execution of a general release of claims. Settlement Agreement ¶ 8.4. Defendant has also agreed that an award of reasonable attorneys' fees and payment of costs and expenses to Class Counsel in this Action will be paid from Defendant, in an amount to be approved by the Court. *Id.* ¶¶ 8.1-8.3.

Class Counsel filed a Motion for Attorneys' Fees, Costs, Expenses, and Service Awards on September 5, 2025 seeking one-third of the Settlement Fund, \$1,833,333.33, inclusive of all litigation costs and expenses borne by Class Counsel, and service awards of just \$2,500.00 to each lead Plaintiff. That Motion was posted to the Settlement website and was unopposed, and there were no objections to it.

CLASS ACTION SETTLEMENT APPROVAL PROCESS

Strong judicial and public policies favor the settlement of complex class action litigation, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3rd Dist. 2010); *see also* ALBA CONTE & HERBERT B. NEWBERG, NEWBERG ON CLASS ACTIONS § 11.41 (4th ed. 2002) (hereinafter NEWBERG).

Courts review proposed class action settlements using a well-established two-step process. NEWBERG § 11.25, at 38-39; *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). The first step is a preliminary, pre-notification hearing to determine whether the proposed settlement is "within the range of possible approval." NEWBERG § 11.25, at 38-39; *Armstrong v. Bd. of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980), *overruled*

on other grounds, Felzen v. Andreas, 134 F.3d 873 (7th Cir. 1998). If the Court finds the settlement proposal is “within the range of possible approval,” the case proceeds to the second step in the review process: the final approval hearing. NEWBERG § 11.25 at 38-39.

Plaintiffs are presently at the second step of this two-step process.

ARGUMENT

Upon final approval, the Settlement reached in this matter will provide Settlement Class Members with material financial compensation and prospective relief that they otherwise likely would have been unable to obtain. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class, and because the Notice Plan effectively notified class members of their rights under the Settlement Agreement, the Settlement warrants final approval by the Court.

I. THE COURT SHOULD CERTIFY THE CLASS FOR PURPOSES OF SETTLEMENT

At preliminary approval, the Court certified, for settlement purposes, a Settlement Class defined as follows:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and June 25, 2025.

The Court also appointed Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, PC and Yitzchak Kopel of Bursor & Fisher, P.A. as Class Counsel, and Sergio Gutierrez and Esteban Palma as Class Representatives. Nothing has changed since that time to warrant reconsideration, so the Court should finally certify the Settlement Class.

II. THE SETTLEMENT SHOULD BE FINALLY APPROVED

Section 2-801 provides that a court may approve a proposed class settlement “on a finding that it is fair, reasonable, and adequate.” 735 ILCS 5/2-801; *see also* Fed. R. Civ. P. 23(e)(2).

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement,

Illinois courts consider the following factors: “(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990); *see also Armstrong*, 616 F.2d at 314.

In this case, as the Court has already found in granting preliminary approval of the Settlement, all eight factors weigh in favor of finding the Settlement fair, reasonable, and adequate, warranting its final approval.

A. The Settlement Provides Material Relief

As to the first factor, the Settlement in this case provides substantial material benefits to the Settlement Class: each Settlement Class Member will receive a cash payment of \$17 after submitting a timely, simple, Claim Form approved by the Settlement Administrator. Settlement Agreement ¶¶ 1.3-1.4, 2.1. In addition, Defendant will add the word “video” to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology, or (2) Defendant obtains consent for the disclosure of the video viewing information by other means, or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose personally identifiable information (PII). Settlement Agreement ¶ 2.2.

The value achieved through the Settlement Agreement is guaranteed while chances of prevailing on the merits are far from certain. While Plaintiffs believe they would likely prevail on

their claims, they are also aware that the Defendant firmly denies all charges of wrongdoing or liability and the material allegations of the Complaint and intends to pursue several legal and factual defenses. If Defendant was successful on any one of these defenses, Plaintiffs and the Settlement Class Members risk receiving no relief whatsoever. Turin Decl. ¶¶ 25, 28.

Due at least in part to their cutting-edge nature and the rapidly evolving law, privacy cases—including Facebook Pixel cases such as this one—generally face substantial hurdles, even just to make it past the pleading stage. Class certification is another hurdle, which would be hotly contested, for which success is certainly not guaranteed. Turin Decl. ¶ 26. Moreover, it is likely that a win by either party would result in appeals, which would further increase costs and extend the time until Plaintiffs and Settlement Class Members could receive relief. Turin Decl. ¶ 27. “If the Court approves the [Settlement], the present lawsuit will come to an end and [Class Members] will realize both immediate and future benefits as a result.” *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). “Settlement allows the class to avoid the inherent risk, complexity, time and cost associated with continued litigation,” and approval would allow the class to receive meaningful and valuable payments now, instead of years from now or never. *Id.* at 582, 586 (internal citations omitted).

Taking these realities into account and recognizing the risks involved in any litigation, the tangible, immediate relief available to each Settlement Class Member represents an excellent result for the Settlement Class, as this Settlement aligns with or compares favorably to the VPPA settlements and other privacy settlements that came before it. *See, e.g., Fiorentino v. FloSports, Inc.*, Case No. 1:22-cv-11502 (D. Mass. Mar. 5, 2024) (approving a settlement in a VPPA case that provided each Settlement Class Member approximately \$3.30); *Lane v. Facebook, Inc.*, 2010 WL 9013059 (N.D. Cal. Mar. 17, 2010), *aff'd* 696 F.3d 811 (9th Cir. 2012) (approving settlement

in a VPPA case that only provided *cy pres* relief with no monetary relief to Settlement Class Members); *In re Google LLC Street View Elec. Commc'ns Litig.*, 2020 WL 1288377, at *11-14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dkt. 350, 369 (N.D. Cal. May 6, 2021) (approving settlement for injunctive relief only, in class action arising out of Facebook data breach); *T.K. Through Leshore v. Bytedance Tech. Co.*, 2022 WL 888943, at *14 (N.D. Ill. Mar. 25, 2022) (explaining that “the recovery here of \$0.08 per class member, or \$3.06 per claimant ... resembles recovery obtained by plaintiffs in similar class action litigations arising from the unauthorized collection or exposure of personal information[]” under the VPPA and other privacy statutes); *In re Vizio, Inc., Consumer Privacy Litig.*, 2019 WL 12966638, at *4 (C.D. Cal. July 31, 2019) (approving settlement in VPPA case that provided each claimant with an estimated \$16.50).

Thus, the \$17.00 in compensation being provided to all Settlement Class Members who filed a valid claim is exceptional in comparison to other VPPA settlements that received final approval—and is certainly fair, reasonable, and adequate and warrants Court approval.

B. Defendant’s Ability To Pay

The second factor that can be considered by courts is the Defendant’s ability to pay the settlement sum. Defendant’s financial standing has not been placed at issue here.

C. Continued Litigation Is Likely To Be Complex, Lengthy, And Expensive

The third factor asks whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *See Korshak*, 206 Ill. App. 3d at 972. In absence of settlement, it is certain that the expense, duration, and complexity of the protracted litigation that would result would be substantial. Turin Decl. ¶¶ 25-28. The Parties would have to undergo significant motion practice before any trial on the merits is even

contemplated. Further, given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits as well as on class certification. As such, the immediate and considerable relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal. Protracted and expensive litigation is not in the interest of any of the Parties or Settlement Class Members.

D. There Has Been No Opposition To The Settlement

The fourth and sixth factors consider the amount of opposition to the Settlement and the reaction of the Settlement Class to the Settlement. *See Korshak*, 206 Ill. App. 3d at 972.

Following the implementation of the Notice plan set forth in the Settlement Agreement, the Settlement Class's reaction to the Settlement has been overwhelmingly favorable. In accordance with the Notice plan, the Settlement Administrator successfully provided direct notice to approximately 88.8% of the identified potential Settlement Class. *See Azari Decl.* ¶¶ 18, 25, 35. Moreover, *zero* Settlement Class Members objected to the Settlement, thirty-eight have requested to be excluded from the Settlement, and the Settlement Administrator has received over 61,900 Claim Forms. *Id.* ¶¶ 30, 32. Accordingly, the fourth and sixth factors weigh in favor of granting final approval. *See, e.g., Young v. City of Chicago*, 2013 WL 9947387, at *2 (N.D. Ill. Dec. 16, 2013) (“[T]he absence of any objections to the Settlement by Settlement Class Members supports approval of the Settlement.”).

E. The Settlement Was The Result Of Arm's-Length Negotiations Between The Parties After A Significant Exchange Of Information

The fifth factor considers the presence of any collusion by the Parties in reaching the proposed settlement. *Korshak*, 206 Ill. App. 3d at 972. There is an initial presumption that a proposed settlement is fair and reasonable when it is the result of arm's-length negotiations.

NEWBERG § 11.42; *see also* *Shaun Fauley, Sabon, Inc. v. Met. Life Ins. Co.*, 2016 Ill. App. 2d 150236 ¶ 21 (2d Dist. 2016) (finding no collusion where there was “no evidence that the proposed settlement was not the product of ‘good faith, arm’s-length negotiations’”). Here, the Settlement was reached only after arm’s-length negotiations between counsel for the Parties. Turin Decl. ¶¶ 12, 16-19. Moreover, negotiations included an exchange of information regarding the size and composition of the Settlement Class in preparation for the mediation, as well as the Plaintiffs’ browsing data. *Id.* ¶ 16. The mediation took place on March 11, 2025, and lasted the entire day. *Id.* At all times, the negotiations were highly adversarial, non-collusive, and conducted at arm’s length and in good faith. *Id.* ¶¶ 16-19. While the Parties engaged in good faith negotiations, they failed to reach an agreement that day. *Id.* ¶ 16. On March 17, 2025, Mediator Isserles made a mediator’s proposal to resolve the Action, and, on March 24, 2025, the Parties independently accepted that proposal (*i.e.*, each Party accepted the proposal without yet knowing whether the opposing Party had likewise done so). *Id.* ¶ 17.

Thereafter, on April 8, 2025, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet. Turin Decl. ¶ 18. After another month of negotiations, the Parties fully executed the Settlement Agreement on May 21, 2025. *Id.* Such an involved process underscores the non-collusive nature of the proposed Settlement.

Finally, given the fair result for the Settlement Class in terms of monetary and prospective relief, this Settlement was reached because of good-faith negotiations rather than any collusion between the Parties. Accordingly, this factor weighs in favor of final approval.

F. The Settlement Agreement Has The Support Of Experienced Class Counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *See Korshak*, 206 Ill. App. 3d at 972. Courts rely on affidavits in assessing proposed class counsel’s qualifications under this factor. *Id.* Here, Class

Counsel regularly litigates major class actions, has extensive experience in class action lawsuits, and leads data privacy class actions on behalf of aggrieved consumers in Illinois state court and across the country. Turin Decl. ¶¶ 3-8. Class Counsel believes that the Settlement is in the best interests of the Settlement Class Members because the Settlement Class Members will be provided an immediate payment instead of having to wait for lengthy litigation and any subsequent appeals to run their course. *Id.* ¶¶ 9, 25-28, 30. Further, due to the defenses that Defendant would raise should the case proceed through litigation—and the resources that Defendant has committed to defend and litigate this matter—it is possible that the Settlement Class Members would receive no benefit whatsoever in the absence of this Settlement. *Id.* ¶¶ 25, 28. Given Class Counsel’s extensive experience, this factor also weighs in favor of granting final approval. *See id.* ¶¶ 3-8; *see also GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement considering its experience prosecuting similar cases).

G. The Parties Exchanged Information Sufficient To Assess The Adequacy Of The Settlement

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *Korshak*, 206 Ill. App. 3d at 972. Here, as part of the mediation, and to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strengths of Defendant’s defenses and Plaintiffs’ allegations. *See* Turin Decl. ¶ 16. The Parties also exchanged their respective mediation briefs, which outlined their key legal arguments and defenses. *Id.* Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses as well as

the risks of continued litigation. *Id.* Thus, despite the early stage of litigation, the Parties engaged in an exchange of information through a lengthy mediation process as well as significant exchanges of information, and Plaintiffs' Counsel thoroughly investigated the facts and law relating to the allegations and defenses in the lawsuit, which allowed Plaintiffs to assess the strengths and weaknesses of the case. *Id.* Accordingly, this factor also weighs in favor of final approval.

CONCLUSION

For the reasons stated above, Plaintiffs respectfully request that the Court enter an Order granting final approval of the Settlement. A proposed Final Order and Judgment is submitted herewith.

Dated: October 7, 2025

Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on October 7, 2025, the foregoing document was filed via the Court's ECF system, which will cause a true and correct copy of the same to be served electronically on all ECF-registered counsel of record.

/s/ Eugene Y. Turin
Eugene Y. Turin

EXHIBIT A

**IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

SERGIO GUITIERREZ, ESTEBAN
PALMA individually
and on behalf of a class of similarly
situated individuals,

Plaintiffs,

v.

FORMULA ONE DIGITAL MEDIA
LIMITED, a foreign private limited
company.,

Defendant.

No. 2025LA00000329

Hon. Charles C. Smith

**DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN**

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

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.
3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notice plans.
4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq Legal Noticing has handled some of the most complex and significant notice programs in recent history, examples of which are discussed below. With experience in more than 700 cases, including more than 75 multidistrict litigation settlements, Epiq Legal Noticing has prepared notices that have appeared in 53 languages and been distributed in almost every country, territory, and dependency

DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN

in the world. Courts have recognized and approved numerous notice plans developed by Epiq Legal Noticing, and those decisions have invariably withstood appellate review.

RELEVANT EXPERIENCE

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

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

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

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

of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

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

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

f) *In re U.S. Office of Personnel Management Data Security Breach Litigation* MDL No. 2664, 15-cv-01394 (D.D.C.), involved a \$63 million settlement for compromised personal information of then-current and former federal government employees and contractors, and certain applicants for federal employment. An extensive nationwide media notice campaign was implemented using magazines, digital and social media notices (delivering more than 758 million impressions), traditional and satellite radio, and other forms of media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were sent to identified class members. The notice program was supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a settlement website.

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

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

i) *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.), involved landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes for BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

6. Courts have recognized our testimony as to which method of notification is
DECLARATION OF CAMERON R. AZARI, ESQ. ON IMPLEMENTATION AND
ADEQUACY OF NOTICE PLAN

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

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

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

OVERVIEW

9. This declaration describes the successful implementation of the Settlement notice plan (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Gutierrez et al. v. Formula One Digital Media Ltd.*, No. 2025LA00000329, pending in the Circuit Court for Lake County, Nineteenth Judicial Circuit. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this Settlement. The Notice Plan as designed and implemented was the best method practicable under the circumstances to provide notice to the Settlement Class.

DATA PRIVACY AND SECURITY

10. Epiq has procedures in place to protect the security of class data. As with all cases, Epiq maintains extensive data security and privacy safeguards in its official capacity as the

Settlement Administrator for this Action. A Services Agreement, which formally retains Epiq as the Settlement Administrator, governs Epiq's administration responsibilities for the Action. Epiq maintains adequate insurance in case of errors.

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

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

13. Epiq's world class data centers are defended by multi-layered, physical access security, including formal ID and prior approval before access is granted, closed-circuit television ("CCTV"), alarms, biometric devices, and security guards, 24 hours per day, 7 days per week. Epiq manages minimum Tier 3+ data centers in 18 locations worldwide. Our centers have

robust environmental controls including uninterruptable power supply (“UPS”), fire detection and suppression controls, flood protection, and cooling systems.

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

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

16. Upon completion of a project, Epiq continues to host all data until otherwise instructed in writing by a customer to delete, archive or return such data. When a customer requests that Epiq delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq may retain data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq’s record retention or back-up

policies or procedures (including those regarding electronic communications) then in effect. Epiq keeps data in line with client retention requirements. If no retention period is specified, Epiq returns the data to the client or securely deletes it as appropriate.

NOTICE PLAN SUMMARY

17. Illinois Code of Civil Procedure Sec. 2-803 states, “Upon a determination that an action may be maintained as a class action, or at any time during the conduct of the action, the court in its discretion may order such notice that it deems necessary to protect the interests of the class and the parties.”¹ The Notice Plan as implemented satisfied these requirements.

18. The Notice Plan as designed and implemented reached the greatest practicable number of Settlement Class Members. The Notice Plan individual notice efforts via email reached approximately 88.8% of the identified Settlement Class. The reach was further enhanced by a settlement website. In my experience, the reach of the Notice Plan was consistent with other court-approved notice plans, was the best method practicable under the circumstances of this case, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

NOTICE PLAN DETAIL

19. On June 25, 2025, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the *Preliminary Approval Order* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes, the following “Settlement Class”:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and June 25, 2025.

Excluded from the Settlement Class are: (i) Defendant, any entity in which the Defendant has a controlling interest, and the Defendant’s officers,

¹ 735 ILCS 5/2-803.

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

directors, legal representatives, successors, parent companies, subsidiaries, affiliates, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) all individuals who on or before the date the Court enters the Preliminary Approval Order filed or served with AAA a written arbitration demand against Formula 1 alleging a violation of the VPPA relating to the Formula 1 Digital Properties.

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

NOTICE PLAN

Individual Notice

21. On July 7, 2025, Epiq received one data file with 2,881,036 records for identified Settlement Class Members, which included names (to the extent available) and email addresses (“Class List”). Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database. These efforts resulted in 2,876,116 unique, identified Settlement Class Member records (219,327 of these records did not contain a valid email address and were not sent an Email Notice). An Email Notice was sent to all identified Settlement Class Members with a valid email address.

Individual Notice – Email Notice

22. On July 18, 2025, Epiq commenced sending 2,656,789 Email Notices to identified Settlement Class Members for whom a valid email address was available. The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy-to-read text without graphics, tables, images, and other elements that in our experience would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email

communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notice included an embedded link to the settlement website. By clicking the link, recipients were able to access the Long Form Notice, Claim Form, and other information about the Settlement. The Email Notice is included as **Attachment 2**.

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

24. Additionally, a Long Form Notice and Claim Form (“Claim Package”) was mailed to all persons who requested one via the toll-free telephone number or by other means. As of October 6, 2025, Epiq mailed eight Claim Packages as a result of such requests. The Long Form Notice in English is included as **Attachment 3**. The Claim Form in English is included as **Attachment 4**.

Notice Results

25. As of October 6, 2025, an Email Notice was delivered to 2,555,185 of the 2,876,116 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 88.8% of the identified Settlement Class.

Reminder Notice

26. To stimulate claim filing, on August 19, 2025, and on September 5, 2025, Epiq sent Email Notices to all identified Settlement Class Members with a valid email address who had not submitted a Claim Form or requested exclusion from the Settlement.

Settlement Website

27. On July 17, 2025, Epiq established a dedicated website for the Settlement with an easy to remember domain name (www.Formula1USVPPASettlement.com). Settlement Class Members are able to obtain detailed information about the Settlement and review key documents, including the Claim Form (in English and Spanish), Long Form Notice (in English and Spanish), Preliminary Approval Order, Settlement Agreement, and other important court documents. In addition, the settlement website includes relevant dates, answers to frequently asked questions (“FAQs”), instructions for how Settlement Class Members could opt-out (request exclusion) from or object to the Settlement prior to the deadlines, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members were also able to file a Claim Form on the settlement website prior to the deadline. The settlement website address was prominently displayed in all Notice documents. As of October 6, 2025, there have been 114,600 unique visitor sessions to the settlement website, and 305,542 web pages have been presented. The Long Form Notice in Spanish is included as **Attachment 5**. The Claim Form in Spanish is included as **Attachment 6**.

Toll-Free Telephone Number

28. On July 17, 2025, Epiq established a toll-free telephone number (1-888-854-7166) for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all Notice documents. As of October 6, 2025, there have been 93 calls to the toll-free telephone number representing 182 minutes of use.

29. A postal mailing address was established and continues to be available, allowing Settlement Class Members the opportunity to request additional information or ask questions.

Request for Exclusion and Objections

30. The deadline to request exclusion from the Settlement or to object to the Settlement was September 22, 2025. As of October 6, 2025, Epiq has received 38 requests for exclusion. As

of October 6, 2025, Epiq has received no objections to the Settlement. The Exclusion Report is included as **Attachment 7**.

Claim Submission & Distribution Options

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

32. The Claims Deadline for Settlement Class Members to file a Claim Form was September 22, 2025. As of October 6, 2025, Epiq has received 61,968 Claim Forms (61,300 online and 668 paper). Since the Claims Deadline has recently passed, these numbers are preliminary. As standard practice, Epiq is in the process of conducting a complete quality control review of Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

Administration and Notice Costs

33. As of September 30, 2025, Epiq has invoiced \$96,573.04, the combined cost to implement the Notice Plan and administer the Settlement to date. Considerable additional costs will be incurred following the Final Approval Hearing to complete the settlement administration including: (1) distributing settlement funds to Settlement Class Members with a valid Claim Form (digital payments or physical checks and postage); (2) handling undeliverable payments; (3) re-issuing payments; (4) communications with Settlement Class Members, including maintaining the Settlement Website and toll-free telephone number throughout the remaining duration of the settlement administration; and (5) associated project management and related billable hours to handle the distribution and related settlement administration responsibilities. All costs are subject

to the Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and conditions of that agreement.

CONCLUSION

34. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of Settlement Class Members and, in a settlement class action notice such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to Settlement Class Members in any way. All of these requirements were met in this case.

35. The Notice Plan individual notice effort via email to identified Settlement Class Members reached approximately 88.8% of the identified Settlement Class. The reach was further enhanced by a settlement website. In 2010, the Federal Judicial Center (“FJC”) issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, and is illustrative for state courts. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%.”³ Here, we have developed a Notice Plan that readily achieve a reach within that standard.

36. The Notice Plan followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Classes, and (b) to ensure that notice is reasonably calculated to do so.

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

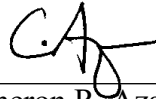
³ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

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

37. The Notice Plan conformed to all aspects of Illinois Code of Civil Procedure Sec. 2-803 regarding notice, comported with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfied the requirements of due process, including its “desire to actually inform” requirement.

38. The Notice Plan schedule afforded sufficient time to provide full and proper notice to the Settlement Class Members before the Objection/Exclusion Deadline.

39. I declare under penalty of perjury that the foregoing is true and correct. Executed on October 7, 2025.



Cameron R. Azari, Esq.

Attachment 1

epiq

legal noticingSM



Legal Noticing Experts

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

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

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



Case Expertise

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

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

10.7M
email notices

836M
digital impressions

80%
of class reached

\$190M
settlement

93.6M
email or mail
notices

96%
of class reached

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

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

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

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

\$85M
settlement

158M
email or mail
notices

91%
of class reached

Case Expertise

\$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

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

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

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

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

\$21M
settlement

620.1M
digital impressions

80.2%
of class reached

\$1.91B
settlements

61.8M
mail notices

95%
reach of notice
program

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

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

Case Expertise

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

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

\$60M
settlement

13.8M
email or mail
notices

\$88M
settlements

7.92M
email or mail
notices

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

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

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

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

\$50M
settlement

5.1M
email or mail
notices

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

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

\$63M
settlement

758M
digital impressions

85%
of class reached

Case Expertise

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

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

\$175M
settlement
benefits

13.8M
email or mail
notices

93% – 95%
of class reached

geo-targeted
media noticing

95%
of class reached

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

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

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

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

\$26.5M
settlement

29M
email notices

93.7%
of class reached

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

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

1.8M
mail or email
notice to vehicle
owners

Case Expertise

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

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

\$250M
settlement

4.7M
class members

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

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

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

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

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

\$7.8B
settlement

7,900
tv spots

5,200
radio spots

5,400
print insertions

6.9M
email or mail notices

90%
of class reached

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

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

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

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

asbestos, personal injury claims
notice program

Legal Noticing Experts

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



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

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

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



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

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

Kyle Bingham, Senior Director Epiq Legal Noticing & Media Noticing



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

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

Experts' Articles and Presentations

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

Experts' Articles and Presentations

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

Experts' Articles and Presentations

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

Experts' Articles and Presentations

- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate Renewal*, Sept. 2004.
- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." *Current Developments* – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

Judge Thomas L. Ludington, *Thomsen et al. v. Morley Cos, Inc.* (May 12, 2023) 1:22-cv-10271 (E.D. Mich.):

Class notice was sent as ordered, the time for objections passed, and a final-approval hearing was held to determine whether the Agreement is “fair, reasonable, and adequate” under Rule 23(e)(2) on April 19, 2023...In sum, the Settlement Agreement and Class Notice satisfy all the relevant factors.

Judge Roseann A. Ketchmark, *Rogowski et al. v. State Farm Life Insurance Company et al.* (April 18, 2023) 4:22-cv-00203 (W.D. Mo.):

[T]he Court confirms the Class Notice was implemented in accordance with the Court’s December 16, 2022 preliminary approval order.... The Court further confirms its prior findings that the form and substance of the notice meet, and have met, the requirements of Rule 23(c) and the Due Process Clause of the United States Constitution.

Judge Gregory W. Pollack, *In re Scripps Health Data Incident Litigation* (April 7, 2023) 37-2021-00024103 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that...Notice (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its release of Released Claims, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel

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hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) fully satisfied the requirements of California Code of Civil Procedure § 382, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Christopher C. Conner, *Chapman v. Insight Global LLC*. (April 6, 2023) 1:21-cv-00824 (M.D. Penn.):

The Court finds that the distribution of the mail and publication Notices to Class Members as set forth in the Declaration of Claims Administrator was in compliance with the Court's October 27, 2022 Order approving the proposed class notices and notice plan, and that notice has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Federal Rule of Civil Procedure 23 and due process...Defendant has provided notice of the settlement to the appropriate government officials pursuant to the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715.

Judge William P. Dimitrouleas, *South et al. v. Progressive Select Insurance Company* (March 31, 2023) 19-21760-CIV (S.D. Fla.):

The Notice program was the best notice practicable under the circumstances. The Notice program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice and said Notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Douglas R. Cole, *Middleton et al. v. Liberty Mutual Personal Insurance Company et al.* (Mar. 15, 2023) 1:20-cv-00668 (S.D. Ohio):

The Court hereby finds that the Notice Plan and the Class Notice constituted the best notice practicable under the circumstances, and constituted valid, due and sufficient notice to members of the Settlement Classes.

Judge Jennifer P. Wilson, *Miller v. Bath Saver, Inc. et al.* (Mar. 6, 2023) 1:21-cv-01072 (M.D. Penn.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge David O. Carter, *In re California Pizza Kitchen Data Breach Litigation* (Feb. 22, 2023) 8:21-cv-01928 (C.D. Cal.):

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

Judge David Knutson, *Duggan et al. v. Wings Financial Credit Union* (Feb. 3, 2023) 19AV-cv-20-2163 (Dist. Ct., Dakota Cnty., Minn.):

The Court finds that notice of the Settlement to the Class was the best notice practicable and complied with the requirements of Due Process.

Judge Clarence M. Darrow, *Rivera v. IH Mississippi Valley Credit Union* (Jan. 26, 2023) 2019 CH 299 (Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill.):

The Court finds that the distribution of the Notices and the notice methodology were properly

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implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and Class members have received the best notice practicable under the circumstances of the pendency of this action, their right to opt out, their right to object to the settlement, and all other relevant matters. The notices provided to the class met all requirements of due process, 735 ILCS 5/8-2001, et seq., and any other applicable law.

Judge Andrew M. Lavin, *Brower v. Northwest Community Credit Union* (Jan. 18, 2023) 20CV38608 (Ore. Dist. Ct. Multnomah Cnty.):

This Court finds that the distribution of the Class Notice was completed in accordance with the Preliminary Approval/Notice Order, signed September 8, 2022, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Gregory H. Woods, *Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications, Inc.* (Jan. 5, 2023) 1:20-cv-02667 (S.D.N.Y.):

The Court finds that the notice provided to the Class Members was the best notice practicable under the circumstances, and that it complies with the requirements of Rule 23(c)(2).

Judge Ledricka Thierry, *Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana* (Dec. 21, 2022) 16-C-3647 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members' rights to appear in Court to have their objections heard, and to afford persons or entities within the Class definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as defined..."

Judge Dale S. Fischer, *DiFlauro et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

Judge Stephen R. Bough, *Browning et al. v. Anheuser-Busch, LLC* (Dec. 19, 2022) 4:20-cv-00889 (W.D. Mo.):

The Court has determined that the Notice given to the Classes, in accordance with the Notice Plan in the Settlement Agreement and the Preliminary Approval Order, fully and accurately informed members of the Classes of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the Notice given to the Classes was adequate and reasonable.

Judge Robert E. Payne, *Haney et al. v. Genworth Life Insurance Co. et al.* (Dec. 12, 2022) 3:22-cv-00055 (E.D. Va.):

The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out

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of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.

In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members. All things considered, the Notice is adequate under the applicable law....

Judge Danielle Viola, *Dearing v. Magellan Health, Inc. et al.* (Dec. 5, 2022) CV2020-013648 (Sup. Ct. Cnty. Maricopa, Ariz.):

The Court finds that the Notice to the Settlement Class fully complied with the requirements of the Arizona Rules of Civil Procedure and due process, has constituted the best notice practicable under the circumstances, was reasonably calculated to provide, and did provide, due and sufficient notice to Settlement Class Members regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, the rights of Settlement Class Members to exclude themselves from or object to the Settlement, the right to appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement.

Judge Michael A. Duddy, *Churchill et al. v. Bangor Savings Bank* (Dec. 5, 2022) BCD-CIV-2021-00027 (Maine Bus. & Consumer Ct.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice.

Judge Andrew Schulman, *Guthrie v. Service Federal Credit Union* (Nov. 22, 2022) 218-2021-CV-00160 (Sup. Ct. Rockingham Cnty., N.H.):

The notice given to the Settlement Class of the Settlement and the other matters set forth therein was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said notice provided due and adequate notice of these proceedings and of the matters set forth in the Agreement, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of New Hampshire law and due process.

Judge Charlene Edwards Honeywell, *Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute* (Nov. 14, 2022) 8:20-cv-01798 (M.D. Fla):

The Court finds and determines that the Notice Program, preliminarily approved on May 16, 2022, and implemented on June 15, 2022, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via e-mail and postal mail providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.

Judge Thomas W. Thrash, Jr., *Callen v. Daimler AG and Mercedes-Benz USA, LLC* (Nov. 7, 2022) 1:19-cv-01411 (N.D. Ga.):

The Court finds that notice was given in accordance with the Preliminary Approval Order (Dkt. No. 79), and that the form and content of that Notice, and the procedures for dissemination thereof, afforded adequate protections to Class Members and satisfy the requirements of Rule 23(e) and due process and constitute the best notice practicable under the circumstances.

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Judge Mark Thomas Bailey, *Snyder et al. v. The Urology Center of Colorado, P.C.* (Oct. 30, 2022) 2021CV33707 (2nd Dist. Ct, Cnty. of Denver Col.):

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

Judge Amy Berman Jackson, *In re U.S. Office of Personnel Management Data Security Breach Litigation* (Oct. 28, 2022) MDL No. 2664, 15-cv-01394 (D.D.C.):

The Court finds that notice of the Settlement was given to Class Members in accordance with the Preliminary Approval Order, and that it constituted the best notice practicable of the matters set forth therein, including the Settlement, to all individuals entitled to such notice. It further finds that the notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge John R. Tunheim, *In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (Smithfield Foods, Inc.)* (Oct. 19, 2022) 18-cv-01776 (D. Minn.):

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

Judge Harvey E. Schlesinger, *In re Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.)* (Oct. 12, 2022) 3:15-md-02626 (M.D. Fla):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; and (vi) the right to appear at the Fairness Hearing; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreements; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge George H. Wu, *Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.* (Oct. 11, 2022) 2:18-cv-03019 (C.D. Cal):

[T]he Court finds that the Notice and [T] notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted methods that were reasonably calculated to inform the members of the Settlement Class of the Settlement and their rights thereunder; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law.

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Judge Robert M. Dow, Jr., *In re fairlife Milk Products Marketing and Sales Practices Litigation* (Sept. 28, 2022) MDL No. 2909, 1:19-cv-03924 (N.D. Ill.):

The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement ... (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law.

Judge Ethan P. Schulman, *Rodan & Fields LLC; Gorzo et al. v. Rodan & Fields, LLC* (Sept. 28, 2022) CJC-18-004981, CIVDS 1723435 & CGC-18-565628 (Sup. Ct. Cnty. of San Bernadino, Cal. & Sup. Ct. Cnty. of San Francisco, Cal.):

The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

Judge Anthony J. Trenga, *In re Capital One Customer Data Security Breach Litigation* (Sept. 13, 2022) MDL No. 1:19-md-2915, 1:19-cv-02915 (E.D. Va.):

Pursuant to the Court's direction, the Claims Administrator appointed by the Court implemented a robust notice program ... The Notice Plan has been successfully implemented and reached approximately 96 percent of the Settlement Class by the individual notice efforts alone.... Targeted internet advertising and extensive news coverage enhanced public awareness of the Settlement.

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the Parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the Settlement Administrator and Parties have complied with the directives of the Order Granting Preliminary Approval of Class Action Settlement and Directing Notice of Proposed Settlement and the Court reaffirms its findings concerning notice

Judge Evelio Grillo, *Asetine v. Chipotle Mexican Grill, Inc.* (Sept. 13, 2022) RG21088118 (Cir. Ct. Cal. Alameda Cnty.):

The proposed class notice form and procedure are adequate. The email notice is appropriate given the amount at issue for each member of the class.

Judge David S. Cunningham, *Muransky et al. v. The Cheesecake Factory et al.* (Sept. 9, 2022) 19 stcv 43875 (Sup. Ct. Cal. Cnty. of Los Angeles):

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to

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receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

Judge Steven E. McCullough, *Fallis et al. v. Gate City Bank* (Sept. 9, 2022) 09-2019-cv-04007 (East Cent. Dist. Ct. Cass Cnty. N.D.):

The Courts finds that the distribution of the Notices and the Notice Program were properly implemented in accordance with N.D. R. Civ. P. 23, the terms of the Agreement, and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and that the Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of North Dakota law and any other applicable law and due process requirements.

Judge Susan N. Burke, *Mayo v. Affinity Plus Federal Credit Union* (Aug. 29, 2022) 27-cv-20-11786 (4th Jud. Dist. Ct. Minn.):

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

Judge Paul A. Engelmayer, *In re Morgan Stanley Data Security Litigation* (Aug. 5, 2022) 1:20-cv-05914 (S.D.N.Y.):

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

Judge Denise Page Hood, *Bleachtech L.L.C. v. United Parcel Service Co.* (July 20, 2022) 14-cv-12719 (E.D. Mich.):

The Settlement Class Notice Program, consisting of, among other things, the Publication Notice, Long Form Notice, website, and toll-free telephone number, was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (June 29, 2022) 3:21-cv-00019 (E.D. Va.):

The Court finds that the plan to disseminate the Class Notice and Publication Notice the Court previously approved has been implemented and satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Class Notice, which the Court approved, clearly defined the Class and explained the rights and obligations of the Class Members. The Class Notice explained how to obtain benefits under the Settlement, and how to contact Class Counsel and the Settlement Administrator. The Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") to fulfill the Settlement Administrator duties and disseminate the Class Notice and Publication Notice. The Class Notice and Publication Notice permitted Class Members to access information and documents about the case to inform their decision about whether to opt out of or object to the Settlement.

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Judge Fernando M. Olguin, *Johnson v. Moss Bros. Auto Group, Inc. et al.* (June 24, 2022) 5:19-cv-02456 (C.D. Cal.):

Here, after undertaking the required examination, the court approved the form of the proposed class notice. (See Dkt. 125, PAO at 18-21). As discussed above, the notice program was implemented by Epiq. (Dkt. 137-3, Azari Decl. at ¶¶ 15-23 & Exhs. 3-4 (Class Notice)). Accordingly, based on the record and its prior findings, the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement....

Judge Harvey E. Schlesinger, *Beiswinger v. West Shore Home, LLC* (May 25, 2022) 3:20-cv-01286 (M.D. Fla.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Scott Kording, *Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.* (May 20, 2022) 2020L0000031 (Cir. Ct. of McLean Cnty., Ill.):

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

Judge Denise J. Casper, *Breda v. Celco Partnership d/b/a Verizon Wireless* (May 2, 2022) 1:16-cv-11512 (D. Mass.):

The Court hereby finds Notice of Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Rule 23 and due process.

Judge William H. Orrick, *Maldonado et al. v. Apple Inc. et al.* (Apr. 29, 2022) 3:16-cv-04067 (N.D. Cal.):

[N]otice of the Class Settlement to the Certified Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).

Judge Laurel Beeler, *In re Zoom Video Communications, Inc. Privacy Litigation* (Apr. 21, 2022) 20-cv-02155 (N.D. Cal.):

Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper ... social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.

[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information

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Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation (Volkswagen)* (Mar. 28, 2022) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order ... The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 3:18-cv-05330 (N.D. Cal.):

On the Rule 23(e)(1) notice requirement, the Court approved the parties' notice plan, which included postcard notice, email notice, and a settlement website. Dkt. No. 154. The individual notice efforts reached an impressive 100% of the identified settlement class. Dkt. No. 200-223. The Court finds that notice was provided in the best practicable manner to class members who will be bound by the proposal. Fed. R. Civ. P. 23(e)(1).

Judge Edward J. Davila, *Cochran et al. v. The Kroger Co. et al.* (Mar. 24, 2022) 5:21-cv-01887 (N.D. Cal.):

The Court finds that the dissemination of the Notices: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise Settlement Class Members ...; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United (including the Due Process Clause), and all other applicable laws and rules.

Judge Sunshine Sykes, *In re Renovate America Finance Cases* (Mar. 4, 2022) RICJCCP4940 (Sup. Ct. of Cal., Riverside Cnty.):

The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process ...The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members.

Judge David O. Carter, *Fernandez v. Rushmore Loan Management Services LLC* (Feb. 14, 2022) 8:21-cv-00621 (C. D. Cal.):

Notice was sent to potential Class Members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice adequately describes the litigation and the scope of the involved Class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the Class Members' option to participate, opt out, or object to the Settlement. The Class Notice consisted of direct notice via USPS, as well as a Settlement Website where Class Members could view the Long Form Notice.

Judge Otis D. Wright, II, *In re Toll Roads Litigation* (Feb. 11, 2022) 8:16-cv-00262 (C. D. Cal.):

The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes

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pursuant to the Settlement Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Virginia M. Kendall, *In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action) Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.* (Feb. 10, 2022) 1:19-cv-08318 (N.D. Ill.):

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

Judge Beth Labson Freeman, *Ford et al. v. [24]7.ai, Inc.* (Jan. 28, 2022) 5:18-cv-02770 (N.D. Cal.):

The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiffs. The Notice and notice program constituted sufficient notice to all persons entitled to notice. The Notice and notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Terrence W. Boyle, *Abramson et al. v. Safe Streets USA LLC et al.* (Jan. 12, 2022) 5:19-cv-00394 (E.D.N.C.):

Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

Judge Joan B. Gottschall, *Mercado et al. v. Verde Energy USA, Inc.* (Dec. 17, 2021) 1:18-cv-02068 (N.D. Ill.):

Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members. The Class Notice, together with all included and ancillary documents thereto, complied with all the requirements of Rule 23(c)(2)(B) and fairly, accurately, and reasonably informed members of the Class of: (a) appropriate information about the nature of this Litigation, including the class claims, issues, and defenses, and the essential terms of the Settlement Agreement; (b) the definition of the Class; (c) appropriate information about, and means for obtaining additional information regarding, the lawsuit and the Settlement Agreement; (d) appropriate information about, and means for obtaining and submitting, a claim; (e) appropriate information about the right of Class Members to appear through an attorney, as well as the time, manner, and effect of excluding themselves from the Settlement, objecting to the terms of the Settlement Agreement, or objecting to Lead and Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; (f) appropriate information about the consequences of failing to submit a claim or failing to comply with the procedures and deadline for requesting exclusion from, or objecting to, the Settlement; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3) of the Federal Rules of Civil Procedure.

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The Court finds that Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of applicable laws and due process.

Judge Patricia M. Lucas, *Wallace v. Wells Fargo* (Nov. 24, 2021) 17CV317775 (Sup. Ct. Cal. Cnty. of Santa Clara):

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval . . . As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented.

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them . . . As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members . . . As of November 10, 2021, 169,404 of those class members successfully received notice.

Judge John R. Tunheim, *In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Plaintiff Action)* (JBS USA Food Company, JBS USA Food Company Holdings) (Nov. 18, 2021) 18-cv-01776 (D. Minn.):

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

Judge H. Russel Holland, *Coleman v. Alaska USA Federal Credit Union* (Nov. 17, 2021) 3:19-cv-00229 (D. Alaska):

The Court approved Notice Program has been fully implemented. The Court finds that the Notices given to the Settlement Class fully and accurately informed Settlement Class Members of all material elements of the proposed Settlement and constituted valid, due, and sufficient Notice to Settlement Class Members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process.

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

(1) a “Long Form Notice packet [was] mailed to each Settlement Class member ... a list of over 57,000 addresses— [and] over 90% of [the mailings] resulted in successful delivery;” (2) notices were emailed “to addresses that could be determined for Settlement Class members;” and (3) the “Notice Administrator implemented a comprehensive media notice campaign.” ... The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.

The media campaign included publication in the local newspaper . . . local digital banners . . . television . . . and radio spots . . . banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube . . . [T]his settlement has received widespread media attention from major news outlets nationwide.

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.’s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq “delivered individual notice

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to approximately 91.5% of the identified Settlement Class” and that the media notice brought the overall notice effort to “in excess of 95%.” The Court finds that the notice plan was implemented in an appropriate manner.

In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.

Judge Vince Chhabria, Yamagata et al. v. Reckitt Benckiser LLC (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

The Court directed that Class Notice be given to the Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court’s Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the Settlement Class.

The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.

Judge Otis D. Wright, II, Silveira v. M&T Bank (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff’s counsel and Plaintiff will apply for attorneys’ fees, costs, and a service award, and the class members’ option to participate, opt out, or object to the settlement.

Judge Timothy J. Korrigan, Smith v. Costa Del Mar, Inc. (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

Following preliminary approval, the settlement administrator carried out the notice program The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials ... and established a website with comprehensive information about the settlement Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses Multiple attempts were made to contact class members in some cases, and all notices directed recipients to a website where they could access settlement information A paid online media plan was implemented for class members for whom the settlement administrator did not have data When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be “the best notice that is practicable under the circumstances.” Upon review of the notice materials ... and of Azari’s Declaration ... regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, Kukorinis v. Walmart, Inc. (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court’s Order of Approval The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online [T]he Court finds that notice was “reasonably

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calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court’s Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute “the best notice practicable under the circumstances,” as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D’Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, ... as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant’s business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. Cnty. of San Francisco, Cal.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

Judge Graham C. Mullen, *In re Kaiser Gypsum Company, Inc. et al.* (July 27, 2021) 16-cv-31602 (W.D.N.C.):

[T]he Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. ... (the “Notice Declaration”) was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety

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Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement

("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, *Sager et al. v. Volkswagen Group of America, Inc. et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, *In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.* (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

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

Judge Harvey Schlesinger, *In re Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC)* (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Haywood S. Gilliam, Jr. *Richards et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Rule 23(c)(2)(B) ... The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided ... Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed Epiq received a total of 527,505 records for potential Class Members, including their email addresses If the receiving email server could not deliver the message, a "bounce code" was returned to Epiq indicating that the message was undeliverable Epiq made two additional attempts to deliver the email notice As of March 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

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Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).” The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court’s Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, *In re Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge James D. Peterson, *Fox et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint’s records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.

The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

Judge Larry A. Burns, *Trujillo et al. v. Ametek, Inc. et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties’ selection and retention of Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement’s terms. The Settlement Notices informed the Class of Plaintiffs’ intent to seek attorneys’ fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members’ rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing The Settlement Notices fully satisfied all notice requirements under the law, including the Federal

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Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed

Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.

Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement . . . The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.

Judge Michael W. Jones, *Wallace et al. v. Monier Lifetile LLC et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.

Judge Haywood S. Gilliam, Jr., *Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.

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Judge Christopher C. Conner, *Al's Discount Plumbing et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).

Judge Naomi Reice Buchwald, *In re Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262, 1:11-md-02262 (S.D.N.Y.):

Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.

Judge Larry A. Burns, *Cox et al. Ametek, Inc. et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing ... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.

Judge Timothy J. Sullivan, *Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States

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Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

Judge Catherine D. Perry, *Pirozzi et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Va.):

For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, ... the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

Judge Jeff Carpenter, *Eastwood Construction LLC et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.

Judge M. James Lorenz, *Walters et al. v. Target Corp.* (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Maren E. Nelson, *Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26, 2020) BC 579498 (Sup. Ct. Cal.):

Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.

Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.

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Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).

Chancellor Walter L. Evans, K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process

Judge Sara L. Ellis, Nelson v. Roadrunner Transportation Systems, Inc. (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders.

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

Judge George H. Wu, Lusnak v. Bank of America, N.A. (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.

Judge James Lawrence King, Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A. (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of **In re Checking Account Overdraft Litigation** MDL No. 2036 (S.D. Fla.):

The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.

Judge Jeffrey S. Ross, Lehman v. Transbay Joint Powers Authority et al. (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.

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

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

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

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

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

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

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

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

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

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

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Judge James Donato, *Coffeng et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald, *Behfarin v. Pruco Life Insurance Company et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied . . . This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.)* (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

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Judge Michael H. Simon, *In re Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

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

The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc. et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement

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Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Bruce Howe Hendricks, *In re TD Bank, N.A. Debit Card Overdraft Fee Litigation* (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari . . . , the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.

Judge Margo K. Brodie, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.

Judge Steven Logan, *Knapper v. Cox Communications, Inc.* (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.

Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.* (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union* (Dec. 6, 2019) 1:18-cv-01059 (E.D. Va.):

The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.

Judge Brian McDonald, *Armon et al. v. Washington State University* (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they

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desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.

Judge Andrew J. Guilford, *In re Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

Epiq Class Action & Claims Solutions, Inc. (“Epiq”), the parties’ settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

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

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court’s previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Karon Owen Bowdre, *In re Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.

The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice.... Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

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Judge Edward J. Davila, *In re HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.

Judge Robert M. Dow, Jr., *In re Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation (Ford)* (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

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Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program “estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times.” Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge William L. Campbell, Jr., *Ajose et al. v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

[T]he Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that “[t]he court must direct notice in a reasonable manner to all class members who would be bound by” a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the “best notice that is practicable under the circumstances” of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B) ... The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (Sept. 28, 2018) 1:17-cv-23006 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.

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Judge M. James Lorenz, *Farrell v. Bank of America, N.A.* (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Dean D. Pregerson, *Falco et al. v. Nissan North America, Inc. et al.* (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Lynn Adelman, *In re Windsor Wood Clad Window Product Liability Litigation* (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement ... fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

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Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection ... [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, *Vergara et al., v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation (Honda & Nissan)* (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.

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Judge Muriel D. Hughes, *Glasko v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

The Court-approved Notice Plan satisfied due process requirements ... The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Federico A. Moreno, *In re Takata Airbag Products Liability Litigation (BMW, Mazda, Toyota, & Subaru)* (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

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Judge Charles R. Breyer, *In re Volkswagen “Clean Diesel” Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice “apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections.” Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% “exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used.”

Judge Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

The Court-approved Notice Plan satisfies Oklahoma law because it is “reasonable” (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was “reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).

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

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

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

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

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

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

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

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

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

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

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

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

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Judge Eileen Bransten, *In re HSBC Bank USA, N.A.*, as part of *In re Checking Account Overdraft Litigation* (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (Apr. 11, 2016) 14-cv-23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc., has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Yvonne Gonzalez Rogers, *In re Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, *In re Energy Future Holdings Corp et al.* (July 30, 2015) 14-cv-10979 (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, *In re MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process

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Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins et al. v. Nestlé Purina PetCare Company et al.* (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections . . . This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.* (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards . . . The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

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Judge Lance M. Africk, *Evans et al. v. TIN, Inc. et al.* (July 7, 2013) 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation* (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out ... The Court ... concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (D. Minn.):

*The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center . . . The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.* (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari, a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice

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that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs ... executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and ArkLamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc. (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, Sachar v. Iberiabank Corporation (Apr. 26, 2012) as part of **In re Checking Account Overdraft** MDL No. 2036 (S.D. Fla.):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims ... [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment."... The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, Vereen v. Lowe's Home Centers (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to

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participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement... the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others... were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

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Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

[T]he elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the “best notice that is practicable under the circumstances,” Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

Legal Noticing Cases

Epiq Legal Noticing has served as a notice expert for planning, implementation and/or analysis in the following cases (this is a partial list of cases):

Case Name	Court & Case No.
<i>Beauford v. The Johns Hopkins Hospital, Inc. et al.</i> (Pixel)	Cir. Ct. Baltimore Cnty., No. C-03-CV-23-000501
<i>Doe v. Clinivate, LLC</i>	Sup. Ct. Cnty. of Contra Costa, Cal., No. C22-01620
<i>Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum</i> (Data Breach)	E.D. Penn., No. 2:22-cv-04676
<i>Guy et al. v. Convergent Outsourcing, Inc.</i> (Data Breach)	W.D. Wash., No. 2:22-cv-01558
<i>Farley et al. v. Eye Care Leaders Holding, LLC</i> (Data Breach)	M.D.N.C., No. 1:22-cv-00468
<i>In re Wright & Filippis, LLC Data Security Breach Litigation</i>	E.D. Mich., No. 2:22-cv-12908
<i>Holden et al. v. Guardian Analytics, Inc. et al.</i> (Data Breach)	D.N.J., No. 2:23-cv-2U5
<i>Bobo et al. v. Clover Network, LLC</i> (TCPA)	18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill., No. 2023CH000168
<i>Dam v. Perkins Coie, LLP et al.</i> (Crypto)	E.D. Wash., No. 2:20-CV-00464
<i>Hoover et al. v. Camping World Group, LLC et al.</i> (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00037
<i>In re Hope College Data Security Breach Litigation</i>	W.D. Mich., No. 1:22-cv-01224
<i>Shaffer et al. v. George Washington University et al.</i> (Tuition Fees)	D.D.C., No. 20-1145
<i>In re U.S. Vision Data Breach Litigation</i>	D.N.J., No. 1:22-cv-06558
<i>Qureshi et al. v. American University</i> (Tuition Fees)	D.D.C., No. 1:20-cv-01141
<i>In re Canon U.S.A. Data Breach Litigation</i>	E.D.N.Y., No. 1:20-cv-06239
<i>Patterson et al. v. DPP II LLC et al.</i> (Data Breach)	Dist. Ct of Dallas Cnty., Tex., No. DC-23-01733
<i>In re Hyundai and Kia Engine Litigation II</i>	C.D. Cal, No. 8:18-cv-02223
<i>Perez et al. v. Discover Bank</i> (Alienage & Immigration Status Discrimination - Civil Rights for Loans)	N.D. Cal., No. 3:20-cv-06896
<i>In re Google Location History Litigation</i>	N.D. Cal., No. 5:18-cv-05062
<i>Finn and Contristano v. Empress Ambulance Services, Inc.</i> (Data Breach)	Sup. Ct. N.Y., Cnty. of Westchester, No. 61058/2023
<i>Ward-Howie v. Frontwave Credit Union</i> (Bank Fees)	Sup. Ct. Cal. San Diego Cnty., Cal., No. 37-2022-00016328
<i>Morrow et al. v. Navy Federal Credit Union</i> (Bank Fees)	E.D. Va., No. 1:21-cv-00722
<i>In re Goodman Campbell Brain and Spine Data Incident Litigation</i>	Ind. Comm. Ct., No. 49D01-2207-PL-024807
<i>Healy et al. v. Reiter Affiliated Companies, LLC</i> (Data Breach)	Sup. Ct. Cal., Cnty. of Monterey, No. 22-cv-003056
<i>Wells Fargo Bank, N.A. v. Agak</i> (Bank Fees)	Sup. Ct. Cnty. of Ventura, Cal., No. 56-2017-00500587-CL-CL-VTA

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Case Name	Court & Case No.
<i>Crema v. Apple Inc. and Apple Canada Inc.</i> (Apple iPhone 6, 6 Plus, 6s, 6s Plus, SE, 7 or 7 Plus Smartphone, iPhone Power Management Settlement; Product Defect)	Sup. Ct. of B.C., No. S188008
<i>Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital</i> (Data Breach)	N.D. Tex., No. 5:23-cv-00036
<i>Hu et al. v. BMW of North America LLC et al.</i> (Product Liability Auto Emissions)	D.N.J., No. 2:18-cv-04363
<i>Williams et al. v. Tallahassee Memorial Healthcare, Inc.</i> (Data Breach)	2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430
<i>Doe v. Lima Memorial Hospital et al.</i> (Pixel)	Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490
<i>Mikulecky et al. v. Lutheran Social Services of Illinois</i> (Data Breach)	Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895
<i>In re Lipitor Antitrust Litigation</i> (End Payors - TPPs & Consumers) (Antitrust)	D.N.J., No. 3:12-cv-2389; MDL 2332
<i>In re American Financial Resources, Inc. Data Breach Litigation</i>	D.N.J., No. 2:22-cv-01757
<i>Lemar Agnew v. Foris DAX, Inc. d/b/a Crypto.com</i> (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435
<i>Domitrovich et al. v. M.C. Dean, Inc.</i> (Data Breach)	E.D. Vir., No. 1:23-cv-00210
<i>Moradpour v. Velodyne Lidar, Inc. et al.</i> (Securities)	N.D. Cal., No. 3:21-cv-01486
<i>Guy et al. v. Convergent Outsourcing, Inc.</i> (Data Breach)	W.D. Wash., No. 2:22-cv-01558
<i>Briscoe et al. v. First Financial Credit Union</i> (Data Breach)	2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974
<i>Niewinski et al. v. State Farm Life Insurance Company et al.</i> (Universal Life Insurance Policies)	W.D. Mo., No. 23-04159-CV
<i>Sherwood et al. v. Horizon Actuarial Services, LLC</i> (Data Breach)	N.D. Ga., No. 1:22-cv-01495
<i>Prescott et al. v. Reckitt Benckiser LLC</i> (False Advertising)	N.D. Cal, No. 5:20-cv-02101
<i>Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare</i> (Data Breach)	Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23
<i>In re Waste Management Data Breach Litigation</i>	S.D. N.Y., No. 1:21-cv-06199
<i>Medina et al. v. PracticeMax, Inc.</i> (Data Breach)	D. Ariz., No. CV-22-01261
<i>Cavanaugh et al. v. Grenville Christian College et al.</i>	Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00
<i>Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A.</i> (Data Breach)	M.D. Tenn., No. 3:23-cv-00598
<i>Sayas et al. v. Biometric Impressions Corp.</i> (BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201
<i>Nimsey v. Tinker Federal Credit Union</i> (Overdraft Fees)	Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084
<i>Fiorentino v. Flosports, Inc.</i> (VPPA)	D. Mass., No. 1:22-cv-11502
<i>Nielsen v. Walt Disney Parks and Resorts U.S., Inc.</i> , (Consumer False Advertising)	C.D. Cal, No. 8:21-cv-02055

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Case Name	Court & Case No.
<i>Mayheu et al. v. Chick-fil-A Inc. (Delivery Fees & Menu Prices)</i>	Sup. Ct. Fulton Cnty., Ga., No.2022CV365400
<i>Arevalo et al. v. USAA Casualty Insurance Company et al. (Consumer)</i>	Dist. Ct., Bexar County, Tex. 285th Jud. Dist, No. 202-CI-16240
<i>In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District</i>	N.D. Cal., No. 3:21-md-02996-CRB
<i>In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision</i>	N.D. Cal., No. 3:21-md-02996-CRB
<i>Beasley et al. v. TTEC Services Corporation; Anderson v. TTEC Services Corporation (Data Breach)</i>	D. Col, No. 22-cv-00097; No. 22-cv-00347
<i>In re PFA Insurance Marketing Litigation</i>	N.D. Cal, No. 4:18-cv-03771 YGR
<i>Stauber v. Sudler Property Management (Data Breach)</i>	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill, No. 2023LA000411
<i>In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness et al. (Health Net)</i>	N.D. Cal., MDL 3002, No. 5:21-CV-01155; 5:21-cv-03322-EJD
<i>Roberts et al. v. Zuora Inc. et al. (Securities)</i>	N.D. Cal., No. 3:19-cv-03422
<i>Black v. USAA Casualty Insurance (Auto Insurance)</i>	N.D. Ga., No. 1:21-cv-01363
<i>Alexander et al. v. Salud Family Health, Inc.</i>	19th Dist. Ct. Greeley Cnty., Col., No. 2023CV030580
<i>Jackson et al. v. Fandango Media, LLC (VPPA)</i>	18 th Jud. Cir. Ct. Dupage Cnty., Ind., No. 2023LA000631
<i>In re Cattle and Beef Antitrust Litigation</i>	D.Minn., No. 22-3031
<i>Ross et al. v. Panda Restaurant Group, Inc.</i>	Sup. Ct. Cal., Cnty of Los Angeles, No. 21STCV03662
<i>Fernandez et al. v. 90 Degree Benefits Wisconsin et al.</i>	E.D. Wis., No. 2:22-cv-00799
<i>Gudgel et al. v. Reynolds Consumer Products, Inc. et al.</i>	Cir. Ct. 19th Jud. Cir., Lake Cnty, Ill., No. 23LA00000486
<i>Julien et al. v. Cash Express, LLC (Data Breach)</i>	Cir. Ct. Putnam Cnty., Tenn., No. 2022-CV-221
<i>Sharma et al. v. Accutech Systems Corporation (Data Breach)</i>	Cir. Ct. 2, Del. Cnty, Ind., No. 18C02-2210-CT-000135
<i>Young et al. v. Military Advantage, Inc. d/b/a Military.com</i>	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00535
<i>Lukens v. Utah Imaging Associates, Inc.</i>	3 rd Dist. Ct., Salt Lake Cnty., Utah, No. 210906618
<i>Miranda v. Xavier University (Tuition)</i>	S.D. Ohio, No. 1:20-cv-00539
<i>Holly Wedding et al. vs. California Public Employees' Retirement System et al. (Calpers II Settlement)</i>	Sup. Ct. Cnty of Los Angeles, Cal., No. BC517444
<i>Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee (Florida Telephone Solicitation Act)</i>	11th Jud. Cir. Ct. Miami-Dade Cnty., Fla., No. 2023-001405-CA-01
<i>Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company (Property and Casualty Insurance)</i>	Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla., No. 21-CA-002738
<i>Perry v. Schnuck Markets, Inc. (Consumer Product)</i>	Cir. Ct. City of St. Louis, Mo., No. 2022-CC10425

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<i>Gold et al. v. New York Life Insurance Co. et al.</i> (FLSA Wage / Overtime)	Sup. Ct. N.Y., Cnty of New York, No. 653923/2012
<i>Banks et al. v. Allstate Fire & Casualty Insurance Company</i> (Auto Insurance PIP)	M.D. Penn., No. 19-cv-01617
<i>Dyck v. Tahoe Resources, Inc.</i> (Securities)	Sup. Ct. of Justice – Ontario, No. CV-18-00606411-00CP
<i>Ambrose et al. v. Boston Globe Media Partners, LLC.</i> (VPPA)	D. Mass., No. 1:22-cv-10195
<i>King et al. v. PeopleNet Corporation</i> (Undisclosed Data Collection)	Cir. Ct. Cook Cnty., Ill., No. 2021-CH-01602
<i>South et al. v. Progressive Select Insurance Company</i> (Automobile Total Loss)	S.D.Fla., No. 19-21760-CIV
<i>Paris et al. v. Progressive American Insurance Company et al.</i> (Automobile Total Loss)	S.D.Fla., No. 19-21761-CIV
<i>Silva et al. v. Connected Investors, Inc.</i> (TCPA)	E.D.N.C., No. 7:21-cv-00074
<i>In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i> (Juul and Altria Settlements)	N.D. Cal., No. 19-md-02913
<i>Dusko v. Delta Airlines, Inc.</i> (Airline Ticket Refunds)	N.D. Ga., 1:20-cv-01664
<i>Rogowski et al. v. State Farm Life Insurance Company et al.</i> (Whole Life or Universal Life Insurance)	W.D. Mo., No. 4:22-cv-00203
<i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown</i> (TCPA)	W.D.N.Y., No. 1:22-cv-00309
<i>In re Hyundai and Kia Engine Litigation II</i>	C.D. Cal., No. 8:18-cv-02223
<i>In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i>	S.D. Ind., No. 3:21-cv-00007
<i>Meier v. Prosperity Bank</i> (Bank Fees & Overdraft)	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
<i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al.</i> (Auto Insurance Claims Sales Tax)	S.D. Ohio, No. 1:20-cv-00668
<i>Checchia v. Bank of America, N.A.</i> (Bank Fees)	E.D. Penn., No. 2:21-cv-03585
<i>McCullough v. True Health New Mexico, Inc.</i> (Data Breach)	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
<i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al.</i> (Swiss Franc LIBOR-Based Derivatives)	S.D.N.Y., No. 1:15-cv-00871
<i>Duggan et al. v. Wings Financial Credit Union</i> (Bank Fees)	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
<i>Miller v. Bath Saver, Inc. et al.</i> (TCPA)	M.D. Penn., No. 1:21-cv-01072
<i>Chapman v. Insight Global LLC.</i> (Data Breach)	M.D. Penn., No. 1:21-cv-00824
<i>Thomsen et al. v. Morley Cos., Inc.</i> (Data Breach)	E.D. Mich., No. 1:22-cv-10271
<i>Walker v Highmark BCBSD Health</i> (TCPA)	W.D. Penn., No. 20-cv-01975
<i>In re Scripps Health Data Incident Litigation</i> (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
<i>In re Robinhood Outage Litigation</i> (Trading Outage)	N.D. Cal., No. 3:20-cv-01626

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Case Name	Court & Case No.
<i>Dickens et al. v. Thinx, Inc.</i> (Consumer Product)	S.D.N.Y., No. 1:22-cv-04286
<i>Service et al. v. Volkswagen Group of America et al.</i> (Data Breach)	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
<i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company</i> (Automobile Total Loss)	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
<i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al.</i> (Data Breach)	S.D. Fla., No. 21-cv-61275
<i>Rivera v. IH Mississippi Valley Credit Union</i> (Overdraft)	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
<i>Guthrie v. Service Federal Credit Union</i> (Overdraft)	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
<i>Churchill et al. v. Bangor Savings Bank</i> (Overdraft)	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
<i>Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana</i> (Medical Insurance)	27th Jud. D. Ct. La., No. 16-C-3647
<i>Brower v. Northwest Community Credit Union</i> (Bank Fees)	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
<i>Kent et al. v. Women's Health USA, Inc. et al.</i> (IVF Antitrust Pricing)	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S
<i>In re U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re fairlife Milk Products Marketing and Sales Practices Litigation</i> (False Labeling & Marketing)	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In re Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC</i> (False Advertising)	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC</i> (Interior Trim)	N.D. Ga., No. 1:19-cv-01411
<i>In re Disposable Contact Lens Antitrust Litigation</i> (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc.</i> (Data Breach - Best Buy Data Incident)	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>In re Takata Airbag Class Action Settlement - Australia Settlement</i> <i>Louise Haselhurst v. Toyota Motor Corporation Australia Limited</i> <i>Kimley Whisson v. Subaru (Aust) Pty Limited</i> <i>Akuratiya Kularathne v. Honda Australia Pty Limited</i> <i>Owen Brewster v. BMW Australia Ltd</i> <i>Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited</i> <i>Camilla Coates v. Mazda Australia Pty Limited</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)</i> (Smithfield Foods, Inc.)	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.</i> (Biometrics)	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In re Capital One Consumer Data Security Breach Litigation</i>	E.D. Va., MDL No. 2915, No. 1:19-md-02915
<i>Aseltine v. Chipotle Mexican Grill, Inc.</i> (Food Ordering Fees)	Cir. Ct. Cal. Alameda Cnty., No. RG21088118

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<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914
<i>DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In re Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis et al. v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019

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<i>Wallace v. Wells Fargo</i> (Overdraft Fees on Uber and Lyft One-Time Transactions)	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
<i>In re Turkey Antitrust Litigations</i> (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) <i>Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union</i> (Retry Bank Fees)	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc.</i> (My Little Steamer)	E.D.N.Y., No. 1:18-cv-07124
<i>In re Pork Antitrust Litigation</i> (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc.</i> (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC</i> (Schiff Move Free® Advanced Glucosamine Supplements)	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership</i> (TCPA)	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A.</i> (Overdraft)	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co.</i> (Declared Value Shipping Fees)	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank</i> (Mortgage Fees)	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al.</i> (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
<i>In re Toll Roads Litigation</i> (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc.</i> (Sales Tax)	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc.</i> (Fortnite or Rocket League Video Games)	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534
<i>In re Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc.</i> (Weighted Goods Pricing)	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc.</i> (Apple iPhone 4 and iPhone 4S Devices)	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re Disposable Contact Lens Antitrust Litigation</i> (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union</i> (Overdraft)	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
<i>Pennington v. Tetra Tech, Inc. et al.</i> (Property)	N.D. Cal., No. 3:18-cv-05330
<i>Maldonado et al. v. Apple Inc. et al.</i> (Apple Care iPhone)	N.D. Cal., No. 3:16-cv-04067

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<i>UFCW & Employers Benefit Trust v. Sutter Health et al.</i> (Self-Funded Payors)	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC</i> (TCPA)	D.S.C., No. 2:19-cv-02993
<i>In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i>	D.N.J., No. 18-cv-13556
<i>Bautista v. Valero Marketing and Supply Company</i>	N.D. Cal., No. 3:15-cv-05557
<i>Richards et al. v. Chime Financial, Inc.</i> (Service Disruption)	N.D. Cal., No. 4:19-cv-06864
<i>In re Health Insurance Innovations Securities Litigation</i>	M.D. Fla., No. 8:17-cv-02186
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health</i> (Data Breach)	W.D. Wis., No. 18-cv-00327
<i>Smith v. Costa Del Mar, Inc.</i> (Sunglasses Warranty)	M.D. Fla., No. 3:18-cv-01011
<i>Al's Discount Plumbing et al. v. Viega, LLC</i> (Building Products)	M.D. Pa., No. 19-cv-00159
<i>Rose v. The Travelers Home and Marine Insurance Company et al.</i>	E.D. Pa., No. 19-cv-00977
<i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<i>Garvin v. San Diego Unified Port District</i>	Sup. Ct. Cal., No. 37-2020-00015064
<i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i>	C.D. Cal., No. 8:14-cv-01155
<i>Robinson v. Nationstar Mortgage LLC</i>	D. Md., No. 8:14-cv-03667
<i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC</i> (TCPA)	S.D. Ala., No. 1:19-cv-00563
<i>In re Libor-Based Financial Instruments Antitrust Litigation</i>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<i>Izor v. Abacus Data Systems, Inc.</i> (TCPA)	N.D. Cal., No. 19-cv-01057
<i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i>	D. Ore., No. 3:16-cv-00580
<i>In re Wells Fargo Collateral Protection Insurance Litigation</i>	C.D. Cal., No. 8:17-ml-02797
<i>In re Roman Catholic Diocese of Harrisburg</i>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<i>Denier et al. v. Taconic Biosciences, Inc.</i>	Sup Ct. N.Y., No. 00255851
<i>Robinson v. First Hawaiian Bank</i> (Overdraft)	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
<i>Burch v. Whirlpool Corporation</i>	W.D. Mich., No. 1:17-cv-00018
<i>Armon et al. v. Washington State University</i> (Data Breach)	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
<i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i>	S.D. Fla., No. 17-cv-23033
<i>Prather v. Wells Fargo Bank, N.A.</i> (TCPA)	N.D. Ill., No. 1:17-cv-00481

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<i>Cook et al. v. South Carolina Public Service Authority et al.</i>	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675
<i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i>	N.D. Cal., No. 17-cv-01825
<i>Audet et al. v. Garza et al.</i>	D. Conn., No. 3:16-cv-00940
<i>In re Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<i>Liggio v. Apple Federal Credit Union</i>	E.D. Va., No. 1:18-cv-01059
<i>Garcia v. Target Corporation (TCPA)</i>	D. Minn., No. 16-cv-02574
<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., MDL No. 2633, No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
<i>Grayson et al. v. General Electric Company (Microwaves)</i>	D. Conn., No. 3:13-cv-01799
<i>Behfarin v. Pruco Life Insurance Company et al.</i>	C.D. Cal., No. 17-cv-05290
<i>Lashambae v. Capital One Bank, N.A. (Overdraft)</i>	E.D.N.Y., No. 1:17-cv-06406
<i>Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)</i>	S.D. Cal., No. 3:15-cv-01394
<i>Cox et al. v. Ametek, Inc. et al. (Toxic Leak)</i>	S.D. Cal., No. 3:17-cv-00597
<i>Pirozzi et al. v. Massage Envy Franchising, LLC</i>	E.D. Mo., No. 4:19-cv-00807
<i>Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)</i>	Sup. Ct. Cal., No. GCG-16-553758
<i>In re FCA US LLC Monostable Electronic Gearshift Litigation</i>	E.D. Mich., MDL No. 2744 & No. 16-md-02744

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<i>Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
<i>Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company</i>	Sup. Ct. Cal., No. BC 579498
<i>In re Renovate America Finance Cases</i> (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
<i>Nelson v. Roadrunner Transportation Systems, Inc.</i> (Data Breach)	N.D. Ill., No. 1:18-cv-07400
<i>Skochin et al. v. Genworth Life Insurance Company et al.</i>	E.D. Va., No. 3:19-cv-00049
<i>Walters et al. v. Target Corp.</i> (Overdraft)	S.D. Cal., No. 3:16-cv-01678
<i>Jackson et al. v. Viking Group, Inc. et al.</i>	D. Md., No. 8:18-cv-02356
<i>Waldrup v. Countrywide Financial Corporation et al.</i>	C.D. Cal., No. 2:13-cv-08833
<i>Burrow et al. v. Forjas Taurus S.A. et al.</i>	S.D. Fla., No. 1:16-cv-21606
<i>Henrikson v. Samsung Electronics Canada Inc.</i>	Ontario Super. Ct., No. 2762-16cp
<i>In re Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i>	E.D. Pa., No. 2:09-md-02034
<i>Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.</i>	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
<i>Rabin v. HP Canada Co. et al.</i>	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
<i>Di Filippo v. The Bank of Nova Scotia et al.</i> (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<i>Zaklit et al. v. Nationstar Mortgage LLC et al.</i> (TCPA)	C.D. Cal., No. 5:15-cv-02190
<i>Adlouni v. UCLA Health Systems Auxiliary et al.</i>	Sup. Ct. Cal., No. BC589243
<i>Lloyd et al. v. Navy Federal Credit Union</i>	S.D. Cal., No. 17-cv-01280
<i>Luib v. Henkel Consumer Goods Inc.</i>	E.D.N.Y., No. 1:17-cv-03021
<i>McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.</i>	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBC. 1284 or 2015
<i>In re HP Printer Firmware Update Litigation</i>	N.D. Cal., No. 5:16-cv-05820
<i>In re Dealer Management Systems Antitrust Litigation</i>	N.D. Ill., MDL No. 2817, No. 18-cv-00864
<i>Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
<i>Naiman v. Total Merchant Services, Inc. et al.</i> (TCPA)	N.D. Cal., No. 4:17-cv-03806
<i>In re Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i>	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
<i>Parsons v. Kimpton Hotel & Restaurant Group, LLC</i> (Data Breach)	N.D. Cal., No. 3:16-cv-05387

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<i>Stahl v. Bank of the West</i>	Sup. Ct. Cal., No. BC673397
<i>37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)</i>	S.D.N.Y., No. 15-cv-09924
<i>Tashica Fulton-Green et al. v. Accolade, Inc.</i>	E.D. Pa., No. 2:18-cv-00274
<i>In re Community Health Systems, Inc. Customer Data Security Breach Litigation</i>	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
<i>Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.</i>	S.D. Tex., No. 4:17-cv-03852
<i>Cowen v. Lenny & Larry's Inc.</i>	N.D. Ill., No. 1:17-cv-01530
<i>Martin v. Trott (MI - Foreclosure)</i>	E.D. Mich., No. 2:15-cv-12838
<i>Knapper v. Cox Communications, Inc. (TCPA)</i>	D. Ariz., No. 2:17-cv-00913
<i>Dipuglia v. US Coachways, Inc. (TCPA)</i>	S.D. Fla., No. 1:17-cv-23006
<i>Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)</i>	N.D. Cal., No. 3:16-cv-05486
<i>First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.</i>	S.D. Ill., No. 3:13-cv-00454
<i>Raffin v. Medicredit, Inc. et al.</i>	C.D. Cal., No. 15-cv-04912
<i>Gergetz v. Telenav, Inc. (TCPA)</i>	N.D. Cal., No. 5:16-cv-04261
<i>Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)</i>	M.D. Tenn., No. 3:14-cv-01707
<i>Underwood v. Kohl's Department Stores, Inc. et al.</i>	E.D. Pa., No. 2:15-cv-00730
<i>Surrett et al. v. Western Culinary Institute et al.</i>	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
<i>Watson v. Bank of America Corporation et al.;</i> <i>Bancroft-Snell et al. v. Visa Canada Corporation et al.;</i> <i>Bakopanos v. Visa Canada Corporation et al.;</i> <i>Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.;</i> <i>Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)</i>	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
<i>In re Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)</i>	S.D. Fla., MDL No. 2599
<i>Vergara et al., v. Uber Technologies, Inc. (TCPA)</i>	N.D. Ill., No. 1:15-cv-06972
<i>In re Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)</i>	S.D. Fla., MDL No. 2599
<i>In re Takata Airbag Products Liability Litigation (OEM – Ford)</i>	S.D. Fla., MDL No. 2599
<i>Poseidon Concepts Corp. et al. (Canadian Securities Litigation)</i>	Ct. of QB of Alberta, No. 1301-04364
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No. 8:14-cv-02011
<i>Hale v. State Farm Mutual Automobile Insurance Company et al.</i>	S.D. Ill., No. 3:12-cv-00660

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<i>Farrell v. Bank of America, N.A. (Overdraft)</i>	S.D. Cal., No. 3:16-cv-00492
<i>In re Windsor Wood Clad Window Products Liability Litigation</i>	E.D. Wis., MDL No. 2688, No. 16-md-02688
<i>Wallace et al. v. Monier Lifetile LLC et al.</i>	Sup. Ct. Cal., No. SCV-16410
<i>In re Parking Heaters Antitrust Litigation</i>	E.D.N.Y., No. 15-MC-00940
<i>Pantelyat et al. v. Bank of America, N.A. et al. (Overdraft / Uber)</i>	S.D.N.Y., No. 16-cv-08964
<i>Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)</i>	C.D. Cal., No. 2:13-cv-00686
<i>Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)</i>	S.D.N.Y., No. 14-cv-07126
<i>Larson v. John Hancock Life Insurance Company (U.S.A.)</i>	Sup. Ct. Cal., No. RG16813803
<i>Larey v. Allstate Property and Casualty Insurance Company</i>	W.D. Kan., No. 4:14-cv-04008
<i>Orlander v. Staples, Inc.</i>	S.D.N.Y., No. 13-cv-00703
<i>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</i>	S.D. Fla., No. 1:17-cv-22967
<i>Gordon et al. v. Amadeus IT Group, S.A. et al.</i>	S.D.N.Y., No. 1:15-cv-05457
<i>Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.</i>	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
<i>Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.</i>	E.D. Pa., No. 2:14-cv-04464
<i>Mahoney v. TT of Pine Ridge, Inc.</i>	S.D. Fla., No. 9:17-cv-80029
<i>Ma et al. v. Harmless Harvest Inc. (Coconut Water)</i>	E.D.N.Y., No. 2:16-cv-07102
<i>Reilly v. Chipotle Mexican Grill, Inc.</i>	S.D. Fla., No. 1:15-cv-23425
<i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i>	D. Puerto Rico, No. 17-cv-04780
<i>In re Syngenta Litigation</i>	4th Jud. Dist. Minn., No. 27-cv-15-3785
<i>T.A.N. v. PNI Digital Media, Inc.</i>	S.D. Ga., No. 2:16-cv-00132
<i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i>	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<i>McKnight et al. v. Uber Technologies, Inc. et al.</i>	N.D. Cal., No. 14-cv-05615
<i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i>	S.D. Fla., No. 9:16-cv-81911
<i>Farnham v. Caribou Coffee Company, Inc. (TCPA)</i>	W.D. Wis., No. 16-cv-00295
<i>Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)</i>	Ohio C.P., No. 11CV000090
<i>Morton v. Greenbank (Overdraft Fees)</i>	20th Jud. Dist. Tenn., No. 11-135-IV

Legal Noticing Cases

Case Name	Court & Case No.
<i>Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.</i> (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
<i>Klug v. Watts Regulator Company</i> (Product Liability)	D. Neb., No. 8:15-cv-00061
<i>Bias v. Wells Fargo & Company et al.</i> (Broker's Price Opinions)	N.D. Cal., No. 4:12-cv-00664
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp. et al.</i> (Data Breach)	N.D. Ill., No. 1:15-cv-02228
<i>Hawkins v. First Tennessee Bank, N.A. et al.</i> (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
<i>In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation</i> (Bosch Settlement)	N.D. Cal., MDL No. 2672
<i>In re HSBC Bank USA, N.A.</i>	Sup. Ct. N.Y., No. 650562/11
<i>Glasko v. Independent Bank Corporation</i> (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983
<i>MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company</i>	11th Jud. Cir. Fla, No. 15-27940-CA-21
<i>In re Lithium Ion Batteries Antitrust Litigation</i>	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
<i>Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.</i>	S.D. Fla., No. 14-cv-23120
<i>Small v. BOKF, N.A.</i>	D. Colo., No. 13-cv-01125
<i>Forgione v. Webster Bank N.A.</i> (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
<i>Swift v. BancorpSouth Bank, as part of In re Checking Account Overdraft</i>	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
<i>Whitton v. Deffenbaugh Industries, Inc. et al.</i> <i>Gary, LLC v. Deffenbaugh Industries, Inc. et al.</i>	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
<i>In re Citrus Canker Litigation</i>	11th Jud. Cir., Fla., No. 03-8255 CA 13
<i>In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D.N.J., MDL No. 2540
<i>In re Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.</i>	27th Jud. D. Ct. La., No. 13-C-5380
<i>Russell Minoru Ono v. Head Racquet Sports USA</i>	C.D. Cal., No. 2:13-cv-04222
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27th Jud. D. Ct. La., No. 13-C-3212
<i>Gattinella v. Michael Kors (USA), Inc. et al.</i>	S.D.N.Y., No. 14-cv-05731
<i>In re Energy Future Holdings Corp. et al.</i> (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979
<i>Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.</i>	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., No. 1:12-cv-02871

Legal Noticing Cases

Case Name	Court & Case No.
<i>Steen v. Capital One, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
<i>Childs et al. v. Synovus Bank et al.</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i>	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
<i>In re MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i>	D.S.C., MDL No. 2333
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Scharfstein v. BP West Coast Products, LLC</i>	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., No. 11-cv-06700
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 1:10-cv-10392
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i>	E.D.N.Y., MDL No. 2221, No. 11-md-2221
<i>Wong et al. v. Alacer Corp. (Emergen-C)</i>	Sup. Ct. Cal., No. CGC-12-519221
<i>Mello et al. v. Susquehanna Bank</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill., No. 09-cv-07666
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich., No. 2:12-cv-10267
<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5242-B
<i>Simmons v. Comerica Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McGann et al., v. Schnuck Markets, Inc. (Data Breach)</i>	Mo. Cir. Ct., No. 1322-CC00800
<i>Rose v. Bank of America Corporation et al. (TCPA)</i>	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., No. 3:12-cv-01405
<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., No. 4:13-cv-00250
<i>Price v. BP Products North America</i>	N.D. Ill., No. 12-cv-06799
<i>Yarger v. ING Bank</i>	D. Del., No. 11-154-LPS
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., No. CV-11-4322294-00CP
<i>Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)</i>	Ark. Cir. Ct., No. 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056

Legal Noticing Cases

Case Name	Court & Case No.
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Evans et al. v. TIN, Inc. et al. (Environmental)</i>	E.D. La., No. 2:11-cv-02067
<i>Casayuran v. PNC Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Blahut v. Harris, N.A., as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re Zurn Pex Plumbing Products Liability Litigation</i>	D. Minn., MDL No. 1958, No. 08-md-1958
<i>Saltzman v. Pella Corporation (Building Products)</i>	N.D. Ill., No. 06-cv-04481
<i>In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)</i>	E.D.N.Y., MDL No. 1720, No. 05-md-01720
<i>RBS v. Citizens Financial Group, Inc., as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Ore., No. 3:10-cv-00960
<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., No. 05-cv-04191
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., No. 3:08-cv-05701
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)</i>	E.D. La., MDL No. 2179
<i>In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)</i>	E.D. La., MDL No. 2179
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., No. 00-cv-192059 CP
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Sup. Ct. Cal., No. RIC 1101391
<i>Case v. Bank of Oklahoma, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Wolfgeher v. Commerce Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McKinley v. Great Western Bank, as part of In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., No. 1:12-cv-01016
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., No. 8:11-cv-01896
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., No. 2:08-cv-04463

Legal Noticing Cases

Case Name	Court & Case No.
<i>Williams v. S.I.F. Consultants</i> (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Sachar v. Iberiabank Corporation</i> , as part of <i>In re Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Williams v. Hammerman & Gainer, Inc.</i> (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc.</i> (Risk Management)	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc.</i> (Hammerman)	27th Jud. D. Ct. La., No. 11-C-3187-B
<i>Gunderson v. F.A. Richard & Assocs., Inc.</i> (First Health)	14th Jud. D. Ct. La., No. 2004-002417
<i>Delandro v. County of Allegheny</i> (Prisoner Strip Search)	W.D. Pa., No. 2:06-cv-00927
<i>Mathena v. Webster Bank, N.A.</i> , as part of <i>In re Checking Account Overdraft</i>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<i>Vereen v. Lowe's Home Centers</i> (Defective Drywall)	Ga. Super. Ct., No. SU10-cv-2267B
<i>Trombley v. National City Bank</i> , as part of <i>In re Checking Account Overdraft</i>	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
<i>Schulte v. Fifth Third Bank</i> (Overdraft Fees)	N.D. Ill., No. 1:09-cv-06655
<i>Satterfield v. Simon & Schuster, Inc.</i> (Text Messaging)	N.D. Cal., No. 06-cv-02893
<i>Coyle v. Hornell Brewing Co.</i> (Arizona Iced Tea)	D.N.J., No. 08-cv-02797
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-cv-03018
<i>In re Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-cv-08742
<i>Gunderson v. F.A. Richard & Assocs., Inc.</i> (Cambridge)	14th Jud. D. Ct. La., No. 2004-002417
<i>Miller v. Basic Research, LLC</i> (Weight-loss Supplement)	D. Utah, No. 2:07-cv-00871
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Boone v. City of Philadelphia</i> (Prisoner Strip Search)	E.D. Pa., No. 05-cv-01851
<i>Little v. Kia Motors America, Inc.</i> (Braking Systems)	N.J. Super. Ct., No. UNN-L-0800-01
<i>Opelousas Trust Authority v. Summit Consulting</i>	27th Jud. D. Ct. La., No. 07-C-3737-B
<i>Steele v. Pergo</i> (Flooring Products)	D. Ore., No. 07-cv-01493
<i>Pavlov v. Continental Casualty Co.</i> (Long Term Care Insurance)	N.D. Ohio, No. 5:07-cv-02580
<i>Dolen v. ABN AMRO Bank N.V.</i> (Callable CD's)	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-cv-04182

Attachment 2

From: Formula 1 VPPA Settlement <noreply@formula1usvppasettlement.com>
To: [REDACTED]
Subject: Legal Notice of Class Action Settlement

Unique ID: [REDACTED]
PIN: [REDACTED]

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Gutierrez v. Formula One Digital Media Ltd., Case No. 2025LA00000329
(Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit)

Our Records Indicate You Have a Formula 1 Account and May Be Entitled to a Payment from a Class Action Settlement.

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.
Para una notificación en Español, visítor www.Formula1USVPPASettlement.com*

This notice is to inform you that a settlement has been reached in a class action lawsuit entitled *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329, pending in the Circuit Court of Lake County, Nineteenth Judicial Circuit (Illinois). The lawsuit alleges that Defendant, Formula One Digital Media Limited (“Defendant” or “Formula 1”), disclosed its subscribers’ personally identifiable information (“PII”) to a third party without consent in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant maintains that it obtained consent for the purported disclosure of any video watching information and denies that it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case. No court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are all persons in the United States who had a Formula 1 account and accessed any Formula 1 Digital Properties (formula1.com, f1tv.formula1.com, any subdomains, or any Formula 1 applications) in the United States and watched a pre-recorded video between May 1, 2022, and June 24, 2025.

What does the Settlement provide?

Monetary Relief: If the Settlement is approved by the Court, Defendant will make available up to \$5,500,000.00 as a Settlement Benefit Cap to pay all Approved Claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and incentive awards to the Class Representatives.

Prospective Changes: In addition to this monetary relief, Defendant will add the word "video" to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology; or (2) Defendant obtains consent for the disclosure of the video content viewing information by other means; or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose PII.

What Can I Get? If the Settlement is approved by the Court, each Settlement Class Member who submits an Approved Claim may receive a cash payment of up to \$17.00, subject to pro rata adjustment depending on the number of Approved Claims that are filed.

How Do I Get a Payment? You must submit a timely and complete Claim Form **no later than September 22, 2025**. You can file a claim by clicking [here](#). Your payment will come by check unless you elect to receive payment electronically by PayPal or Venmo.

What are My Other Options? You may do nothing, or you may exclude yourself from the Settlement Class by sending a letter or email to the Settlement Administrator no later than **September 22, 2025**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than **September 22, 2025**. Specific instructions about how to object to or exclude yourself from the Settlement are available at www.Formula1USVPPASettlement.com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, any claims you may have relating to the alleged disclosure to any third party of information identifying you as having requested or obtained specific video materials or services from Defendant will be released.

Who Represents Me? The Court has appointed lawyers Yitzchak Kopel of Bursor & Fisher, P.A. and Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, PC, to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at 9:00 a.m. on October 30, 2025, in Courtroom 205 at the Lake County Illinois Courthouse, 18 N. County St., Waukegan, IL 60085 (Remote Zoom Meeting information is available at <https://19thcircuitcourt.state.il.us/2183/Daily-Remote-Court-Session-Schedule-C205>). At that hearing, the Court will hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$2,500 each from the Net Settlement Benefit Cap for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees for their efforts in prosecuting this matter and achieving this Settlement in an amount to be determined by the Court. Class Counsel is entitled to seek no more than one-third of the Net Settlement Benefit Cap, but the Court may award less than this amount.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to www.Formula1USVPPASettlement.com. You may also contact the Settlement Administrator by email at info@Formula1USVPPASettlement.com, by phone at 1-888-854-7166, or you may write to Formula 1 VPPA Settlement Administrator, P.O. Box 4830, Portland, OR 97208-4830.

If [REDACTED] should not be subscribed or if you need to change your subscription information for Gutierrez v. Formula One Digital Media Ltd., [please use this preferences page](#).

Attachment 3

CIRCUIT COURT OF LAKE COUNTY, ILLINOIS, NINETEENTH JUDICIAL CIRCUIT*Gutierrez et al. v. Formula One Digital Media Ltd., Case No. 2025LA00000329*

Our records indicate you subscribed to Formula 1 and may be entitled to a payment from a class action settlement.

***A court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.
Para una notificación en Español, visitor Formula1USVPPASettlement.com.***

- This Notice is to inform you that a settlement has been reached in a class action lawsuit entitled *Gutierrez et al. v. Formula One Digital Media Ltd., Case No. 2025LA00000329*, pending in the Circuit Court of Lake County, Nineteenth Judicial Circuit (Illinois). The lawsuit alleges that Defendant, Formula One Digital Media Limited (“Defendant” or “Formula 1”), disclosed its subscribers’ personally identifiable information (“PII”) to a third party without consent—in violation of the Video Privacy Protection Act (the “VPPA”). The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. Defendant maintains it obtained consent for the purported disclosure of any video watching information and denies it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case. No court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

You may be a Settlement Class Member entitled to payment from this Settlement if you are a person in the United States who had a Formula 1 account and accessed any Formula 1 Digital Properties (formula1.com, fltv.formula1.com, any subdomains, or any Formula 1 applications) in the United States and watched a prerecorded video between May 1, 2022, and June 24, 2025.

- If the Settlement is approved by the Court, each Settlement Class Member who submits an Approved Claim may receive a cash payment of up to \$17.00, subject to pro rata adjustment depending on the number of filed Approved Claims.
- Read this Notice carefully. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY SEPTEMBER 22, 2025	This is the only way to receive payment.
EXCLUDE YOURSELF BY SEPTEMBER 22, 2025	You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case.
OBJECT BY SEPTEMBER 22, 2025	Write to the Court explaining why you don’t like the Settlement.
GO TO THE FINAL APPROVAL HEARING ON OCTOBER 30, 2025	Ask to speak in Court about your opinion of the Settlement.
DO NOTHING	You won’t get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

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

QUESTIONS? CALL 1-888-854-7166 (TOLL-FREE), OR VISIT FORMULA1USVPPASETTLEMENT.COM.

BASIC INFORMATION

1. Why was this Notice issued?

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

The Honorable Charles W. Smith, of the Circuit Court for the Nineteenth Judicial District, Lake County, Illinois, is overseeing this case. The case is called *Gutierrez et al. v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329. The people who have sued are called the Plaintiffs. The Defendant is Formula One Digital Media Limited.

2. What is a class action?

In a class action, one or more people called the class representatives (in this case, Sergio Gutierrez and Esteban Palma) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Settlement Class.

3. What is this lawsuit about?

This lawsuit claims that Defendant violated the Video Privacy Protection Act, 18 U.S.C. § 2710, *et seq.* (“VPPA”) by disclosing its subscribers’ personally identifiable information (“PII”) without consent. The VPPA defines PII to include information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider. The Defendant maintains it obtained consent for the purported disclosure of any video watching information and denies it violated any law. The Court has not determined who is right. Rather, the Parties agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

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

WHO’S INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** is defined as:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a prerecorded video between May 1, 2022, and June 24, 2025.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: If the Settlement is approved by the Court, Defendant will make available up to \$5,500,000.00 as a Settlement Benefit Cap to pay all Approved Claims submitted by the Settlement Class, together with notice and administration expenses, attorneys’ fees and costs, and incentive awards to the Class Representatives (see Question 13). **Prospective Changes:** In addition to this monetary relief, Defendant will add the word “video” to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology; or (2) Defendant obtains consent for the disclosure of the video content viewing information by other means; or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose PII.

QUESTIONS? CALL 1-888-854-7166 (TOLL-FREE), OR VISIT FORMULA1USVPPASETTLEMENT.COM.

7. How much will my payment be?

If you are member of the Settlement Class, you may submit a Claim Form to receive a cash payment of up to \$17.00. If the number of Approved Claims submitted exceeds the Settlement Benefit Cap of \$5,500,000.00, each Approved Claim will be reduced an equal amount.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **October 30, 2025**. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will receive their payment forty-five days after the Effective Date of the Settlement. The payment will be made in the form of a check, unless you elect to receive payment by PayPal or Venmo, and all checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get my payment?

If you are a Settlement Class Member and you want to get a payment, you **must** complete and submit a Claim Form by **September 22, 2025**. Claim Forms can be found and submitted on the Settlement Website, Formula1USVPPASettlement.com, or by printing and mailing a paper Claim Form, copies of which are available for download on the Settlement Website.

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

REMAINING IN THE SETTLEMENT

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

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and certain of its affiliates described in Section 1.28 of the Settlement Agreement. Unless you exclude yourself (see Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “Documents” link on the Settlement Website, Formula1USVPPASettlement.com.

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

11. What happens if I do nothing at all?

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

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Yitzchak Kopel of Bursor & Fisher, P.A. and Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, P.C. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. You may contact Class Counsel using the information listed below:

QUESTIONS? CALL 1-888-854-7166 (TOLL-FREE), OR VISIT FORMULA1USVPPASETTLEMENT.COM.

Eugene Y. Turin
 MCGUIRE LAW, P.C.
 55 W. Wacker Dr., 9th Floor
 Chicago, IL 60601
 Tel: 312-893-7002
 eturin@mcgpc.com

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid in an amount determined and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the \$5,500,000.00 Settlement Benefit Cap for their efforts in prosecuting this matter and achieving this Settlement, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will be paid an incentive award to be paid out of the Settlement Benefit Cap for helping to bring and settle the case. The Class Representatives will seek no more than \$2,500.00 each as an incentive award, but the Court may award less than this amount.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees as well as the Class Representative's requests for incentive awards by September 7, 2025.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must email or mail a letter (or request for exclusion) stating you want to be excluded from the Settlement for *Gutierrez et al. v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must email or mail your exclusion request no later than **September 22, 2025**, to the following:

Formula 1 VPPA Settlement Administrator
 P.O. Box 4830
 Portland, OR 97208-4830
 exclusions@Formula1USVPPASettlement.com

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

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

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

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

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. To object, you must file with the Court a letter or brief stating you object to the Settlement in *Gutierrez et al. v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329; identify all your reasons for your objections (including citations and supporting evidence); and attach any materials you rely on for your objections. Your letter or brief must also include your name; an explanation of the basis upon which you claim to be a Settlement Class Member, including information sufficient to (i) identify your Formula 1 account and (ii) that you were a Formula 1 account holder during the Class Period; the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection; and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement

QUESTIONS? CALL 1-888-854-7166 (TOLL-FREE), OR VISIT FORMULA1USVPPASETTLEMENT.COM.

where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to the addresses listed below for Class Counsel and Defendant's Counsel, postmarked no later than **September 22, 2025**.

Court	Class Counsel	Defendant's Counsel
The Hon. Charles C. Smith Lake County Courthouse Courtroom C-205 18 North County Street, Waukegan, IL 60085	Eugene Y. Turin McGuire Law, P.C. 55 W. Wacker Drive, 9 th Floor Chicago, IL 60601	Kathy J. Huang Rachel E. K. Lowe Alston & Bird LLP 350 South Grand Avenue, 51 st Floor Los Angeles, CA 90071

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

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at 9:00 a.m. on **October 30, 2025**, in Courtroom 205 at the Lake County Illinois Courthouse, 18 North County St., Waukegan, IL 60085 (and by Zoom video meeting, <https://19thcircuitcourt.state.il.us/2183/Daily-Remote-Court-Session-Schedule-C205>). The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for incentive awards for the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check Formula1USVPPASettlement.com or call 1-888-854-7166. If, however, you timely objected to the Settlement and advised the Court you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

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

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your letter or brief objecting to the Settlement a statement saying it is your "Notice of Intent to Appear in *Gutierrez et al. v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329." The letter must include your name, address, telephone number, and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and Notice of Intent to Appear must be filed with the Court, postmarked no later than **September 22, 2025**, and delivered to the addresses listed in Question 17.

QUESTIONS? CALL 1-888-854-7166 (TOLL-FREE), OR VISIT [FORMULA1USVPPASETTLEMENT.COM](https://Formula1USVPPASettlement.com).

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at Formula1USVPPASettlement.com. You may also contact the Settlement Administrator at info@Formula1USVPPASettlement.com or write with questions to Formula 1 VPPA Settlement Administrator, P.O. Box 4830, Portland, OR 97208-4830. You can call the Settlement Administrator at 1-888-854-7166 or contact Class Counsel at the information provided above if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the Settlement Website. In addition to the documents available on the Settlement Website, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

QUESTIONS? CALL 1-888-854-7166 (TOLL-FREE), OR VISIT FORMULA1USVPPASETTLEMENT.COM.

Attachment 4



400864219999999991

Gutierrez v. Formula One Digital Media Ltd.

In the Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit
Case No. 2025LA00000329

Settlement Claim Form

TO RECEIVE A CASH PAYMENT FROM THE SETTLEMENT FUND, YOU MUST COMPLETE THIS CLAIM FORM AND SUBMIT IT ONLINE BY SEPTEMBER 22, 2025 OR BY MAIL POSTMARKED BY SEPTEMBER 22, 2025.

Please read the full notice of this settlement (available at Formula1USVPPASettlement.com) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail. Each Settlement Class Member is entitled to submit only one claim form.

ONLINE: File a Claim Form at Formula1USVPPASettlement.com.

MAIL: Formula 1 VPPA Settlement Administrator
P.O. Box 4830
Portland, OR 97208-4830

PART ONE: CLAIMANT INFORMATION

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

FIRST NAME	MI	LAST NAME

STREET ADDRESS

--

CITY	STATE	ZIP CODE

CONTACT EMAIL ADDRESS

--

EMAIL ADDRESS ASSOCIATED WITH YOUR FORMULA 1 ACCOUNT

--

UNIQUE ID *(if available, located in the email Notice you received)*

--

Attachment 5

TRIBUNAL DE CIRCUITO DEL CONDADO DE LAKE, ILLINOIS, DECIMONOVENO CIRCUITO
JUDICIAL

Gutierrez et al. v. Formula One Digital Media Ltd., caso n.º 2025LA00000329

Nuestros registros indican que usted se suscribió a Formula 1 o que es posible que tenga derecho a un pago de una conciliación de demanda colectiva.

Un tribunal autorizó este Aviso. No constituye una demanda en su contra. Esto no es a solicitud de un abogado. Para acceder a la notificación en español, visite Formula1USVPPASettlement.com.

- Este Aviso es para informarle que se ha llegado a una conciliación en una demanda colectiva titulada *Gutierrez et al. v. Formula One Digital Media Ltd.*, caso n.º 2025LA00000329, en trámite ante el Tribunal de Circuito del condado de Lake, Decimonoveno Circuito Judicial (Illinois). En la demanda, se alega que el Demandado, Formula One Digital Media Limited (el “Demandado” o “Fórmula 1”), divulgó la información de identificación personal (*Personally Identifiable Information*, “PII”) de sus suscriptores a un tercero sin consentimiento, en infracción de la Ley de Protección de Privacidad de Videos (*Video Privacy Protection Act*, “VPPA”). La definición de la PII de la VPPA incluye la información que identifica a una persona que ha solicitado u obtenido materiales o servicios de video específicos de un proveedor de servicios de cinta de video. El Demandado sostiene que obtuvo el consentimiento para la supuesta divulgación de información de video y niega haber infringido alguna ley, pero ha aceptado la Conciliación para evitar las incertidumbres y los gastos asociados con la continuación del caso. Ningún tribunal ni ninguna otra entidad ha emitido una sentencia ni otra determinación de una infracción o de que se haya infringido la ley.

Es posible que usted sea Miembro del Grupo de Demandantes con derecho a recibir un pago de esta Conciliación si es una persona en los Estados Unidos que tenía una cuenta de Fórmula 1 y accedió a alguna de las Propiedades Digitales de Fórmula 1 (formula1.com, fltv.formula1.com, cualquier subdominio o cualquier aplicación de Fórmula 1) en los Estados Unidos y vio un video pregrabado entre el 1 de mayo de 2022 y el 24 de junio de 2025.

- Si el Tribunal aprueba la Conciliación, cada Miembro del Grupo de Demandantes que presente un Reclamo aprobado podrá recibir un pago en efectivo de hasta \$17.00, sujeto a un ajuste proporcional a la cantidad de Reclamos Aprobados que se hayan presentado.
- Lea este Aviso detenidamente. Independientemente de que usted actúe o no, el presente caso tendrá impacto sobre sus derechos.

SUS DERECHOS Y OPCIONES LEGALES EN VIRTUD DE ESTA CONCILIACIÓN	
ENVIAR UN FORMULARIO DE RECLAMO A MÁS TARDAR EL 22 DE SEPTIEMBRE DE 2025	Esta es la única forma de recibir un pago.

EXCLUIRSE A MÁS TARDAR EL 22 DE SEPTIEMBRE DE 2025	No recibirá beneficios, pero conservará cualquier derecho que tenga actualmente de presentar una demanda contra el Demandado sobre los reclamos de este caso.
OBJETAR A MÁS TARDAR EL 22 DE SEPTIEMBRE DE 2025	Le escribe al Tribunal para explicar el motivo por el cual no le satisface la Conciliación.
IR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA EL 30 DE OCTUBRE DE 2025	Solicita hablar ante el tribunal acerca de su opinión sobre la Conciliación.
NO HACER NADA	No recibirá parte de los beneficios de la Conciliación y renunciará a sus derechos de presentar una demanda contra el Demandado sobre los reclamos de este caso.

En este Aviso se explican sus derechos y opciones, **así como los plazos para ejercerlos.**
INFORMACIÓN BÁSICA

1. ¿Por qué se emitió este Aviso?

Un tribunal autorizó este aviso porque usted tiene derecho a conocer la Conciliación que ha sido propuesta para esta demanda colectiva y todas sus opciones antes de que el tribunal decida si dar o no la aprobación definitiva a la Conciliación. En este Aviso se explican la demanda, la Conciliación y sus derechos legales.

El Honorable Charles W. Smith, del Tribunal de Circuito del Decimonoveno Distrito Judicial, condado de Lake, Illinois, está supervisando este caso. El caso se denomina *Gutierrez et al. v. Formula One Digital Media Ltd.*, caso n.º 2025LA00000329. A las personas que iniciaron la demanda se las conoce como las Demandantes. El Demandado es Formula One Digital Media Limited.

2. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas conocidas como representantes del grupo de demandantes (en este caso, Sergio Gutierrez y Esteban Palma) presentan una demanda en representación de un grupo o de un “conjunto” de personas que tienen reclamos similares. En una demanda colectiva, el tribunal resuelve los asuntos para todos los miembros del grupo de demandantes, excepto para quienes se hayan excluido del Grupo de Demandantes.

3. ¿De qué trata esta demanda?

Esta demanda alega que el Demandado infringió la Ley de Protección de Privacidad de Video, Título 18 del Código de los Estados Unidos, artículos 2710 y siguientes, (“VPPA”) al divulgar la información de identificación personal (“PII”) de sus suscriptores sin consentimiento. La definición de la PII de la VPPA incluye la información que identifica a una persona que ha solicitado u obtenido materiales o

servicios de video específicos de un proveedor de servicios de cinta de video. El Demandado sostiene que obtuvo el consentimiento para la supuesta divulgación de información de video y niega haber infringido alguna ley. El Tribunal no ha determinado quién tiene razón. En su lugar, las partes han decidido llegar a una conciliación en relación con la demanda para evitar las incertidumbres y los gastos asociados con la continuación del litigio.

4. ¿Por qué existe una Conciliación?

El Tribunal no ha decidido si deben ganar este caso los Demandantes o el Demandado. En su lugar, ambas partes llegaron a una Conciliación. De esa manera, evitan la incertidumbre y los gastos asociados con la continuación del litigio y las apelaciones asociadas, y los Miembros del Grupo de Demandantes obtendrán una compensación más rápido, en lugar de obtenerla, en caso de que ganaran, luego de la finalización de un juicio.

¿QUIÉNES ESTÁN INCLUIDOS EN LA CONCILIACIÓN?

5. ¿Cómo sé si formo parte del Grupo de Demandantes?

El **Grupo de Demandantes** se define de la siguiente manera:

Todas las personas que tenían una cuenta de Fórmula 1 y accedieron a alguna de las Propiedades Digitales de Fórmula 1 en los Estados Unidos y vieron un video pregrabado entre el 1 de mayo de 2022 y el 24 de junio de 2025.

LOS BENEFICIOS DE LA CONCILIACIÓN

6. ¿Qué estipula la Conciliación?

Reparación monetaria: Si el Tribunal aprueba la Conciliación, el Demandado pondrá a disposición hasta \$5,500,000.00 como Límite de Beneficios de la Conciliación para pagar todos los Reclamos Aprobados que haya presentado el Grupo de Demandantes, junto con los gastos de notificación y administración, los honorarios y costos de abogados, y los pagos de incentivo a los Representantes del Grupo (consulte la Pregunta 13). **Cambios prospectivos:** Además de esta reparación monetaria, el Demandado agregará la palabra “video” a la divulgación de su plataforma de gestión de consentimiento del sitio web, a menos y hasta que (1) se modifique, derogue o invalide de otro modo la VPPA mediante una decisión judicial aplicada al uso de tecnología de seguimiento de sitios web/aplicaciones; o (2) el Demandado obtenga el consentimiento para la divulgación de la información de visualización del contenido de video por otros medios; o (3) el Demandado deje de usar la tecnología del sitio web que divulga información de visualización de video de una manera configurada para divulgar PII.

7. ¿A cuánto ascenderá mi pago?

Si usted es miembro del Grupo de Demandantes, puede completar y enviar un Formulario de Reclamo para recibir un pago en efectivo de hasta \$17.00. Si la cantidad de Reclamos Aprobados presentados excede el Límite de Beneficios de la Conciliación de \$5,500,000.00, cada Reclamo Aprobado se reducirá en montos iguales.

8. ¿Cuándo recibiré mi pago?

La audiencia para considerar la imparcialidad de la conciliación está programada para el **30 de octubre de 2025**. Si el Tribunal aprueba la Conciliación, los Miembros del Grupo de Demandantes elegibles cuyos reclamos hayan sido aprobados por el Administrador de la Conciliación recibirán su pago cuarenta y cinco días después de la Fecha de Entrada en Vigencia de la Conciliación. El pago se realizará mediante cheque, a menos que usted haya elegido recibir el pago mediante PayPal o Venmo, y todos los cheques vencerán y serán nulos 180 días después de su emisión.

OBTENER BENEFICIOS

9. ¿Cómo recibo un pago?

Si usted es Miembro del Grupo de Demandantes y desea obtener un pago, **debe** completar y enviar un Formulario de Reclamo a más tardar el **22 de septiembre de 2025**. Los Formularios de Reclamo se pueden obtener y enviar en el Sitio Web de la Conciliación: Formula1USVPPASettlement.com, o imprimiendo y enviando por correo postal un Formulario de Reclamo impreso, cuyas copias están disponibles para su descarga en el Sitio Web de la Conciliación.

Le recomendamos que envíe su reclamo en línea. No solo es más fácil y más seguro, sino que es completamente gratis y solo le llevará unos minutos.

PERMANECER EN LA CONCILIACIÓN

10. ¿A qué renuncio si permanezco en el Grupo de Demandantes?

Si la Conciliación es definitiva, renunciará a su derecho de demandar al Demandado por los reclamos que se resuelvan mediante esta Conciliación. El Acuerdo de Conciliación describe los reclamos específicos contra el Demandado a los que está renunciando. Usted “eximirá” al Demandado y a algunas de sus filiales descritas en la cláusula 1.28 del Acuerdo de Conciliación. A menos que usted se excluya (consulte la Pregunta 14), “renunciará” a los reclamos, independientemente de si presenta un reclamo o no. El Acuerdo de Conciliación se encuentra disponible en el enlace “Documentos” en el Sitio Web de la Conciliación: Formula1USVPPASettlement.com.

El Acuerdo de Conciliación describe los reclamos a los que renuncia con detalles específicos; por lo tanto, léalo detenidamente. Si tiene preguntas, puede hablar con los abogados enumerados en la Pregunta 12 de manera gratuita, o puede, por supuesto, hablar con su propio abogado si tiene preguntas sobre lo que significa esto.

11. ¿Qué sucede si no hago nada?

Si no hace nada, no recibirá ningún beneficio de esta Conciliación. A menos que se excluya, no podrá comenzar una demanda ni ser parte de una demanda contra el Demandado por los reclamos que se resuelvan en esta Conciliación.

LOS ABOGADOS QUE LO REPRESENTAN

12. ¿Tengo un abogado en este caso?

El Tribunal ha designado a Yitzchak Kopel de Bursor & Fisher, P.A. y a Eugene Y. Turin y a Jordan R. Frysinger de McGuire Law, P.C. para que sean los abogados que representan al Grupo de Demandantes. Se los denomina “Abogados del Grupo de Demandantes”. Luego de realizar una investigación exhaustiva, ellos creen que el Acuerdo de Conciliación es justo, razonable y beneficioso para el Grupo de Demandantes. A usted no se le cobrarán los servicios de estos abogados. Si desea ser representado por su propio abogado en este caso, puede contratar uno por su propia cuenta. Puede comunicarse con los Abogados del Grupo de Demandantes a través de la información de contacto que figura a continuación.

Eugene Y. Turin
MCGUIRE LAW, P.C.
55 W. Wacker Dr., 9th Floor
Chicago, IL 60601
Tel.: 312-893-7002
eturin@mcgpc.com

13. ¿Cómo se pagará a los abogados?

Los honorarios, costos y gastos de los Abogados del Grupo de Demandantes se pagarán por el monto que determine y ordene el Tribunal. Los Abogados del Grupo de Demandantes tienen derecho a solicitar no más de un tercio del Límite de Beneficios de la Conciliación de \$5,500,000.00 por su trabajo al llevar adelante este asunto y lograr esta Conciliación, pero el Tribunal podrá otorgar un monto menor.

Según lo aprobado por el Tribunal, los Representantes del Grupo de Demandantes recibirán un pago de incentivo, el cual se pagará del Límite de Beneficios de la Conciliación, por ayudar a presentar y resolver el caso. Los Representantes del Grupo de Demandantes pueden solicitar hasta \$2,500.00 cada uno como pago de incentivo, pero el Tribunal podrá otorgar un monto menor.

Los Abogados del Grupo de Demandantes presentarán ante el Tribunal y publicarán en el Sitio Web de la Conciliación su solicitud de honorarios de abogados y pago de incentivos para los Representantes del Grupo de Demandantes a más tardar el 7 de septiembre de 2025.

EXCLUIRSE DE LA CONCILIACIÓN

14. ¿Cómo me excluyo de la Conciliación?

Para excluirse de la Conciliación, debe enviar por correo electrónico o postal una carta (o solicitud de exclusión) en la que indique que desea que lo excluyan de la Conciliación de *Gutierrez et al. v. Formula One Digital Media Ltd.*, caso n.º 2025LA00000329. Su carta o solicitud de exclusión también debe incluir su nombre, dirección, firma, nombre y número de este caso, y una declaración de que desea que lo excluyan. Debe enviar la solicitud de exclusión por correo electrónico o postal a más tardar el **22 de septiembre de 2025**, a la siguiente dirección:

Formula 1 VPPA Settlement Administrator
P.O. Box 4830
Portland, OR 97208-4830
exclusions@Formula1USVPPASettlement.com

15. Si no me excluyo, ¿puedo demandar al Demandado por este mismo asunto en el futuro?

No. A menos que se excluya, usted renuncia a todo derecho de presentar una demanda contra el Demandado por los reclamos que este acuerdo resuelve.

16. Si me excluyo, ¿puedo obtener algo de esta Conciliación?

No. Si se excluye, no presente el Formulario de Reclamo para solicitar beneficios.

OBJETAR LA CONCILIACIÓN

17. ¿Cómo presento una objeción a la Conciliación?

Si es un Miembro del Grupo de Demandantes, puede objetar la Conciliación si no está conforme con alguna de sus partes. Puede exponer las razones por las cuales cree que el Tribunal no debe aprobarlo. Para presentar una objeción, debe enviar una carta o escrito en donde indique que objeta la Conciliación en *Gutierrez et al. v. Formula One Digital Media Ltd.*, n.º de caso 2025LA00000329, identificar todos los motivos de sus objeciones (incluidas citas y pruebas de respaldo) y adjuntar cualquier material en el que usted base sus objeciones. Su carta o escrito también debe incluir su nombre; una explicación de los fundamentos según los cuales usted afirma ser un Miembro del Grupo de Demandantes, incluida información suficiente para identificar (i) su cuenta

¿TIENE ALGUNA PREGUNTA? LLAME AL 1-888-854-7166 (SIN CARGO) O VISITE FORMULA1USVPPASETTLEMENT.COM.

de Fórmula 1 y (ii) que usted fue titular de la cuenta de Fórmula 1 durante el Período de la Demanda; el nombre y la información de contacto de todos y cada uno de los abogados que lo representan, asesoran o ayudan de alguna manera en relación con su objeción; y su firma. Si usted, o alguno de los abogados que lo asista con su objeción, alguna vez ha objetado alguna conciliación de demanda colectiva en relación con la que usted o el abogado objetante hayan solicitado o recibido un pago a cambio de la desestimación de la objeción (o cualquier apelación relacionada) sin modificar la conciliación, debe incluir una declaración en su objeción en donde indique el nombre completo del caso. También debe enviar por correo o entregar una copia de su carta o escrito a los Abogados del Grupo de Demandantes y a los Abogados del Demandado indicados más adelante.

Si desea comparecer y hablar en la Audiencia de Aprobación Definitiva para objetar la Conciliación, con un abogado o sin este (se explica más adelante en la respuesta a la Pregunta 21), debe indicarlo en su carta o escrito. Presente la objeción ante el Tribunal y envíe una copia a las direcciones indicadas a continuación correspondientes a los Abogados del Grupo de Demandantes y a los Abogados del Demandado, con fecha de franqueo postal a más tardar del **22 de septiembre de 2025**.

Tribunal	Abogados del Grupo de Demandantes	Abogados del Demandado
The Hon. Charles C. Smith Lake County Courthouse Courtroom C-205 18 North County Street, Waukegan, IL 60085	Eugene Y. Turin McGuire Law, P.C. 55 W. Wacker Drive, 9th Floor Chicago, IL 60601	Kathy J. Huang Rachel E. K. Lowe Alston & Bird LLP 350 South Grand Avenue, 51st Floor Los Angeles, CA 90071

18. ¿Cuál es la diferencia entre objetar y excluirme de la Conciliación?

Objetar es sencillamente decirle al Tribunal que a usted no le gusta algo de la Conciliación. Puede presentar una objeción solo si es parte del Grupo de Demandantes. Excluirse del Grupo de Demandantes es indicarle al Tribunal que no quiere formar parte de dicho grupo. Si se excluye, no tiene ningún fundamento para presentar una objeción, puesto que el caso ya no le afecta.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

19. ¿Cuándo y dónde decidirá el Tribunal si aprueba la Conciliación?

El Tribunal llevará a cabo la Audiencia de Aprobación Definitiva a las 9:00 a. m. el **30 de octubre de 2025**, en la Sala 205 del Tribunal del condado de Lake, Illinois, 18 North County St., Waukegan, IL 60085 (y mediante una reunión por video de Zoom, <https://19thcircuitcourt.state.il.us/2183/Daily-Remote-Court-Session-Schedule-C205>). El propósito de la audiencia será que el Tribunal determine si aprueba la Conciliación

como justa, razonable, adecuada y beneficiosa para el Grupo de Demandantes; que considere la solicitud de los Abogados del Grupo de Demandantes de recibir compensación por honorarios y gastos, y que considere la solicitud de un Pago de Incentivo para los Representantes del Grupo. En esta audiencia, el Tribunal estará dispuesto a escuchar objeciones y argumentos respecto de la imparcialidad de la Conciliación.

La audiencia puede posponerse para otra fecha u horario sin aviso; por lo tanto, le recomendamos que revise www.Formula1USVPPASettlement.com o llame al 1-888-854-7166. Si, sin embargo, objetó de manera oportuna la Conciliación y le informó al Tribunal que tiene la intención de comparecer y hablar en la Audiencia de Aprobación Definitiva, recibirá un aviso sobre cualquier cambio en la fecha de dicha audiencia.

20. ¿Debo asistir a la audiencia?

No. Los Abogado del Grupo de Demandantes responderán cualquier pregunta que pudiera tener el Tribunal. Usted puede asistir por su cuenta y cargo. Si presenta una objeción o comentario, no tiene que presentarse en el Tribunal para hablar sobre ella. Si usted presentó y envió su objeción por escrito a tiempo, el Tribunal la tendrá en cuenta. Usted también puede pagar a otro abogado para que asista a la audiencia, pero no es necesario que lo haga.

21. ¿Puedo hablar en la audiencia?

Sí. Podrá solicitar al Tribunal permiso para hablar en la Audiencia de Aprobación Definitiva. Para hacerlo, debe incluir en su carta o escrito de objeción a la Conciliación una declaración que indique que es su “Aviso de intención de comparecer en *Gutierrez et al. v. Formula One Digital Media Ltd.*, caso n.º 2025LA00000329”. La carta debe incluir su nombre, dirección, número de teléfono y firma, como también el nombre y la dirección de su abogado, si hubiera un abogado que comparezca por usted. Su objeción y Aviso de Intención de Comparecer deben ser presentados ante el Tribunal con fecha de franqueo postal a más tardar del **22 de septiembre de 2025**, y deben ser enviados a las direcciones indicadas en la Pregunta 17.

OBTENER MÁS INFORMACIÓN

22. ¿Dónde obtengo más información?

Este Aviso resume la Conciliación. El Acuerdo de Conciliación contiene más detalles. Puede obtener una copia del Acuerdo de Conciliación en Formula1USVPPASettlement.com. También puede comunicarse con el Administrador de la Conciliación escribiendo a info@Formula1USVPPASettlement.com o enviar preguntas escribiendo al Administrador de la Conciliación de Formula 1 VPPA a P.O. Box 4830, Portland, OR 97208-4830. Si tiene preguntas, puede llamar al Administrador de la Conciliación al 1-888-854-7166 o comunicarse con los Abogados del Grupo de Demandantes utilizando la información indicada más arriba. Sin embargo,

antes de hacerlo, lea todo este Aviso detenidamente. También puede encontrar información adicional en el Sitio Web de la Conciliación. Además de los documentos disponibles en el Sitio Web de la Conciliación, todos los escritos y documentos registrados en el tribunal pueden ser revisados o copiados en la Oficina del Secretario. No llame al Juez ni al Secretario del Tribunal sobre esta causa. No podrán asesorarle sobre sus opciones.

Attachment 6



40086421999999991

Gutierrez v. Formula One Digital Media Ltd.
Tribunal de Circuito del condado de Lake, Illinois, Decimonoveno Circuito
Judicial, caso n.º 2025LA00000329

Formulario de Reclamo de la Conciliación

PARA RECIBIR UN PAGO EN EFECTIVO DEL FONDO DE LA CONCILIACIÓN, USTED DEBE COMPLETAR ESTE FORMULARIO DE RECLAMO Y ENVIARLO POR CORREO CON FECHA DE FRANQUEO POSTAL A MÁS TARDAR DEL 22 DE SEPTIEMBRE DE 2025, O PRESENTARLO EN LÍNEA, A MÁS TARDAR, EN DICHA FECHA.

Sírvase leer detenidamente el aviso completo de esta conciliación (disponible en Formula1USVPPASettlement.com) antes de completar este Formulario de Reclamo.

Para ser elegible para recibir los beneficios de la conciliación que se obtengan en esta demanda colectiva, debe completar y presentar en línea o enviar por correo postal este Formulario de Reclamo. Cada Miembro del Grupo de Demandantes tiene derecho a presentar solo un formulario de reclamo.

EN LÍNEA: Presente el Formulario de Reclamo en Formula1USVPPASettlement.com.

CORREO POSTAL: Formula 1 VPPA Settlement Administrator
P.O. Box 4830
Portland, OR 97208-4830

PARTE UNO: INFORMACIÓN DEL DEMANDANTE

Proporcione su nombre e información de contacto a continuación. Es su responsabilidad notificar al Administrador de la Conciliación sobre cualquier cambio en su información de contacto después de la presentación de su Formulario de Reclamo.

NOMBRE	INICIAL DEL SEGUNDO NOMBRE	APELLIDO
<input type="text"/>	<input type="text"/>	<input type="text"/>
CALLE		
<input type="text"/>		
CIUDAD	ESTADO	CÓDIGO POSTAL
<input type="text"/>	<input type="text"/>	<input type="text"/>
DIRECCIÓN DE CORREO ELECTRÓNICO DE CONTACTO		
<input type="text"/>		
DIRECCIÓN DE CORREO ELECTRÓNICO ASOCIADA CON SU CUENTA DE FÓRMULA 1		
<input type="text"/>		
ID ÚNICA (si tiene una, se encuentra en el Aviso que recibió por correo electrónico)		
<input type="text"/>		

¿TIENE ALGUNA PREGUNTA? VISITE www.Formula1USVPPASettlement.com O LLAME SIN CARGO AL 1-888-854-7166

Attachment 7



Exclusion Report

October 6, 2025

Gutierrez et al. v. Formula One Digital Media Ltd.

Number	Name	Status
1	Ryli Cazenave	Incomplete
2	Kevin Gonzalez	Incomplete
3	No Record Name	Incomplete
4	Alex Ramirez	Incomplete
5	Tyrone Bluford	Incomplete
6	Karan Desai	Incomplete
7	Sammy Soza	Incomplete
8	No Record Name	Incomplete
9	Georgiy Ursaki	Incomplete
10	Nicole Slaby	Incomplete
11	Logan Hamilton	Complete
12	Drew Scatizzi	Incomplete
13	Daniela Maia	Incomplete
14	Eric Lonnett	Incomplete
15	Todd Mortenson	Incomplete
16	Bryan Orellana	Incomplete
17	John Muscarello	Incomplete
18	Tom Trill	Incomplete
19	Anthony Frunzi	Complete
20	Dirk Michels	Incomplete
21	Kenneth Brom	Complete
22	Ishaan Patel	Complete
23	James (Jim) Frame	Incomplete
24	Dalton Cristini	Complete
25	Teon Harasymiv	Incomplete
26	Dan Benedict	Complete
27	Amanda L Treanor	Incomplete
28	William LeVee	Incomplete
29	Daniel Bauer	Incomplete
30	Duncan Nixon	Incomplete
31	Caio Bartilotti	Complete
32	Mark Mammosser	Complete
33	Kaleb Jones	Incomplete
34	Rick Ma	Incomplete
35	Carl Perry	Incomplete
36	Omar Al Fardan	Complete
37	Aubrey Banda	Complete
38	William Bennett	Incomplete

EXHIBIT B

**IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

SERGIO GUTIERREZ, ESTEBAN)	
PALMA individually and on behalf of a)	
class of similarly situated individuals,)	No: 2025LA00000329
)	
<i>Plaintiffs,</i>)	
)	Hon. Charles C. Smith
v.)	
)	
FORMULA ONE DIGITAL MEDIA)	
LIMITED, a foreign private limited)	
company.,)	
)	
<i>Defendant.</i>)	
_____)	

**DECLARATION OF EUGENE Y. TURIN IN SUPPORT OF
PLAINTIFFS’ UNOPPOSED MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Eugene Y. Turin, hereby aver, pursuant to 735 ILCS 5/1-109, that I am fully competent to make this Declaration, that I have personal knowledge of all matters set forth herein unless otherwise indicated, and that I would testify to all such matters if called as a witness in this matter.

1. I am an adult over the age of 18 and a resident of the state of Illinois. I am a Partner at the law firm McGuire Law, P.C., I am licensed to practice law in the state of Illinois, and I, along with Jordan R. Frysinger of McGuire Law, P.C., and Yitzchak Kopel of Bursor & Fisher, P.A. (together, “Class Counsel”), am one of the attorneys representing Plaintiffs Sergio Gutierrez and Esteban Palma and the putative class in this matter. I am fully competent to make this Declaration and make this Declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement being filed herewith.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Parties’ Class Action Settlement Agreement (the “Agreement”), and the exhibits attached thereto.

Counsel Qualifications

3. McGuire Law, P.C. is a litigation firm based in Chicago, Illinois that focuses on class action litigation, representing clients in state and national class actions in both state and federal trial and appellate courts throughout the country.

4. I and the other attorneys of McGuire Law have regularly engaged in complex litigation on behalf of consumers and have extensive experience in class action lawsuits similar in size and complexity to the instant case, including numerous BIPA, VPPA, and data privacy-related class actions. McGuire Law attorneys and their firms have been appointed as class counsel in numerous complex class actions, including many privacy statute-related class actions, in state and federal courts across the country, including the Circuit Court of Cook County, the Circuit Court of Lake County, the Circuit Court of Winnebago County, the Circuit Court of DuPage County, the Circuit Court of McLean County, and the U.S. District Court for the Northern District of Illinois. *See, e.g., Paluzzi, et al. v. mBlox, Inc., et al.* (Cir. Ct. Cook Cnty., Ill. 2009); *Parone et al. v. m-Qube, Inc. et al.* (Cir. Ct. Cook Cnty., Ill. 2010); *Satterfield v. Simon & Schuster* (N.D. Cal. 2010); *Lozano v. Twentieth Century Fox Film Corp, et al.* (N.D. Ill. 2011); *Schulken v. Washington Mutual Bank, et al.* (N.D. Cal. 2011); *In re Citibank HELOC Reduction Litigation* (N.D. Cal. 2012); *Rojas v. Career Education Corp.* (N.D. Ill. 2012); *In re Jiffy Lube Int'l, Inc. Text Spam Litigation* (S.D. Cal. 2013); *Robles v. Lucky Brand Jeans* (N.D. Cal. 2013); *Murray et al v. Bill Me Later, Inc.* (N.D. Ill. 2014); *Valladares et al. v. Blackboard, Inc. et al.* (Cir. Ct. Cook Cnty., Ill. 2016); *Hooker et al v. Sirius XM Radio, Inc.* (E.D. Va. 2017); *Flahive et al v. Inventurus Knowledge Solutions, Inc.* (Cir. Ct. Cook Cnty., Ill. 2017); *Serrano et al. v. A&M (2015) LLC* (N.D. Ill. 2017); *Zepeda et al. v. Intercontinental Hotels Group, Inc.* (Cir. Ct. Cook Cnty., Ill. 2018); *Vergara et al. v. Uber Technologies, Inc.* (N.D. Ill. 2018); *Sheeley v. Wilson Sporting Goods Co., 18-CH-04770* (Ill. Cir. Ct. 2018); *Zhirovetskiy v. Zayo Group, LLC* (Cir. Ct. Cook Cnty., Ill.

2019); *McGee et al v. LSC Communications, Inc., et al.* (Cir. Ct. Cook Cnty., Ill. 2019); *Prather et al. v. Wells Fargo Bank, N.A.* (N.D. Ill. 2019); *Nelson et al v. Nissan North America, Inc.*, (M.D. Tenn. 2019); *Smith v. Pineapple Hospitality Co., et al* (Cir. Ct. Cook Cnty., Ill. 2020); *Garcia v. Target Corp.* (D. Minn. 2020); *Burdette-Miller v. William & Fudge, Inc.* (Cir. Ct. Cook Cnty., Ill 2020); *Farag v. Kiip, Inc.* (Cir. Ct. Cook Cnty., Ill. 2020); *Lopez v. Multimedia Sales & Marketing, Inc.* (Cir. Ct. Cook Cnty., Ill. 2020); *Prelipceanu v. Jumio Corp.* (Cir. Ct. Cook Cnty., Ill. 2020); *Williams v. Swissport USA, Inc.* (Cir. Ct. Cook Cnty., Ill. 2020); *Glynn v. eDriving, LLC* (Cir. Ct. Cook Cnty., Ill. 2020); *Pearlstone v. Wal-Mart Stores, Inc.* (E.D. Mo. 2021); *Kusinski v. ADP, LLC* (Cir. Ct. Cook Cnty., Ill. 2021); *Draland v. Timeclock Plus, LLC* (Cir. Ct. Cook Cnty., Ill. 2021); *Harrison v. Fingercheck, LLC* (Cir. Ct. Lake Cnty., Ill. 2021); *Rogers v. CSX Intermodal Terminals, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Freeman-McKee v. Alliance Ground Int'l, LLC* (Cir. Ct. Cook Cnty., Ill. 2021); *Gonzalez v. Silva Int'l, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Salkauskaite v. Sephora USA, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Williams v. Inpax Shipping Solutions, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Roberts v. Paramount Staffing, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Roberts v. Paychex, Inc.* (Cir. Ct. Cook Cnty., Ill. 2021); *Zanca v. Epic Games, Inc.* (Superior Ct. Wake Cnty., N.C. 2021); *Rapai v. Hyatt Corp.* (Cir Ct. Cook Cnty., Ill. 2022); *Jackson v. UKG, Inc.* (Cir. Ct. McLean Cnty., Ill. 2022); *Vo v. Luxottica of America, Inc.* (Cir. Ct. Cook Cnty., Ill. 2022); *Rogers v. Illinois Central Railroad Co.* (Cir. Ct. Cook Cnty., Ill. 2022); *Stiles v. Specialty Promotions, Inc.* (Cir. Ct. Cook Cnty., Ill. 2022); *Fongers v. CareerBuilder LLC* (Cir. Ct. Cook Cnty., Ill. 2022); *Vega v. Mid-America Taping & Reeling, Inc.* (Cir. Ct. DuPage Cnty., Ill. 2022); *Wood et al. v. FCA US LLC* (E.D. Mich. 2022); *Marzec v. Reladyne, LLC* (Cir. Ct. Cook Cnty., Ill. 2022); *Komorski v. Polmax Logistics, LLC et al.* (Cir. Ct. Cook Cnty., Ill. 2022); *Wordlaw v. Enterprise Holdings, Inc. et al.* (N.D. Ill. 2023); *McGowan v. Veriff, Inc.* (Cir. Ct. DuPage Cnty., Ill. 2023); *Davis v. Cafeteria Alternatives, Inc.* (Cir. Ct. Cook Cnty., Ill. 2023);

Mahmood v. Berbix Inc. (Cir. Ct. Lake Cnty., Ill. 2023); *King v. Peoplenet Corporation* (Cir. Ct. Cook Cnty., Ill. 2023); *McFarland v. SIU Physicians & Surgeons, Inc.* (Cir. Ct. Jackson Cnty., Ill. 2023); *Romero v. Mini Storage Maintenance, LLC* (Cir. Ct. Cook Cnty., Ill. 2023); *Grabowska v. The Millard Group, LLC* (Cir. Ct. Cook Cnty., Ill. 2023); *Fregoso v. American Airlines, Inc.* (Cir. Ct. Cook Cnty., Ill. 2023); *Martinez v. PowerStop, LLC* (Cir. Ct. Cook Cnty., Ill. 2024); *Lumpkins v. R&M Freight, Inc.* (Cir. Ct. Cook Cnty., Ill. 2024); *Gregory v. Tubi Inc.* (Cir. Ct. Winnebago Cnty., Ill. 2025).

5. The McGuire Law firm has successfully prosecuted claims on behalf of our clients in both state and federal trial and appellate courts throughout the country, including claims involving allegations of consumer fraud; unfair competition; invasion of privacy; data breach; false advertising; breach of contract; and various statutory violations, including BIPA, TCPA, ECPA, and VPPA violations.

6. As shown in the firm resume submitted in support of Plaintiffs' Motion for Attorneys' Fees, my co-counsel in this matter, Yitzchak Kopel of Bursor & Fisher, P.A. ("Bursor & Fisher") also has similar significant experience in complex litigation, including other consumer class actions that they have successfully litigated. In particular, Bursor & Fisher has extensive experience litigating class actions under the VPPA and other data privacy statutes. Bursor & Fisher certified the first ever contested class certification in a VPPA case. *Jancik v. WebMD LLC*, 2025 WL 560705 (N.D. Ga. Feb. 20, 2025). The firm has secured victories in novel areas of data privacy law at summary judgment, on appeal, and on the pleadings. *See, e.g., Boelter v. Hearst Commc'ns Inc.*, 269 F. Supp. 3d 172 (S.D.N.Y. 2017) (granting novel motion for summary judgment for the named plaintiff in case brought under the Michigan analog of the VPPA); *Javier v. Assurance IQ, LLC*, 2022 WL 1744107 (9th Cir. May 31, 2022) (reversing district court and agreeing with plaintiff's interpretation of California Invasion of Privacy Act).

7. As a result of these efforts, Bursor & Fisher has been appointed class counsel and secured sizable relief for class members in a number of data privacy matters, including those brought under the VPPA and its state analogs. *See, e.g., Schreiber v. Mayo Foundation*, Case No. 2:22-cv-00188 (W.D. Mich.) (\$52.5 million class settlement to resolve claims for alleged violations of the Michigan analog of the VPPA); *Edwards v. Hearst Communications, Inc.*, Case No. 1:15-cv-09279 (S.D.N.Y.) (\$50 million class settlement to resolve claims for alleged violations of the Michigan analog of the VPPA); *Jackson v. Fandango Media, LLC*, Case No. 2023LA000631 (Ill. Cir. Ct. DuPage Cnty.) (\$6 million class settlement to resolve claims for alleged violations of the VPPA); *Ambrose v. Boston Globe Media Partners, LLC*, Case No. 1:22-cv-10195 (D. Mass.) (\$5 million class settlement to resolve claims for alleged violations of the VPPA); *Ruppel v. Consumers Union of United States, Inc.*, Case No. 7:16-cv-02444 (S.D.N.Y.) (\$16.375 million class settlement to resolve claims for alleged violations of the Michigan analog of the VPPA); *Moeller v. Advance Magazine Publishers, Inc. d/b/a Condé Nast*, Case No. 1:15-cv-05671 (S.D.N.Y.) (\$13.75 million class settlement to resolve claims for alleged violations of the Michigan analog of the VPPA); *Kain v. The Economist Newspaper NA, Inc.*, Case No. 4:21-cv-11807 (E.D. Mich. Mar. 16, 2023) (\$9.5 million class settlement to resolve claims for alleged violations of the Michigan analog of the VPPA); *Taylor v. Trusted Media Brands, Inc.*, Case No. 7:16-cv-01812 (S.D.N.Y. Feb. 1, 2018) (\$8.225 million class settlement to resolve claims for alleged violations of the Michigan analog of the VPPA).

8. Moreover, Bursor & Fisher has served as trial counsel for class action plaintiffs in six jury trials and has won all six, with recoveries ranging from \$21 million to \$299 million. Most recently, in May 2019, Bursor & Fisher secured a jury verdict for over \$267 million in a Telephone Consumer Protection Act (“TCPA”) case in the Northern District of California. *See Perez v. Rash*

Curtis & Associates, 2020 WL 1904533 (N.D. Cal. Apr. 17, 2020). During the defendant’s appeal of the verdict, the case settled for \$75.6 million, the largest settlement in the history of the TCPA.

9. As described below, the Agreement provides significant relief to members of the Settlement Class, and I strongly believe that it is favorable for the Settlement Class. It is, in the opinion of the undersigned, fair, reasonable, adequate, and in the best interests of the Settlement Class and is worthy of final approval.

Overview of Procedural History and Settlement Negotiations

10. This is a putative class action brought by Plaintiffs Sergio Gutierrez and Esteban Palma (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others similarly situated (the “Class”), arising out of Defendant Formula One Digital Media Limited’s (“Formula One” or “Defendant”) alleged disclosure of its subscribers’ personally identifiable information and video viewing information to unauthorized third parties such as Salesforce, Inc. and Meta Platforms, Inc. without permission in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”).

11. I and my team have vigorously and aggressively gathered all the information that was available regarding Defendant and its business practices, including those related to the collection and disclosure of its subscribers’ personally identifiable information.

12. This Settlement came about as the result of protracted, arm’s length negotiations. Throughout the negotiations, Defendant was ably represented by a well-regarded defense firm with experience in matters such as this one.

13. Prior to filing this action, my firm and my co-counsel, Bursor & Fisher, P.A. commenced an extensive pre-suit investigation, which included identifying the Facebook Tracking Pixel and other third party tracking technologies and developing a methodology to test for their use on various websites. That process was technical and required substantial labor and

technological knowledge.

14. As set forth in the Motion for Preliminary Approval, this litigation originated when Plaintiff Gutierrez filed his putative class action against Defendant in May 2024 in Illinois state court. Defendant removed Plaintiff Gutierrez's suit to the U.S. District Court for the Northern District of Illinois and filed a motion to dismiss, in response to which Plaintiff Gutierrez filed an amended complaint addressing the arguments within the motion.

15. Plaintiff Palma filed his action against Defendant in July 2024 in the U.S. District Court for the Eastern District of New York alleging that, similar to Plaintiff Gutierrez, Defendant disclosed his viewing history from visiting Defendant's website without consent in violation of the VPPA. To prevent Defendant from moving to dismiss the Palma action based on the first-to-file doctrine, and in an effort to encourage resolution of the litigation, Plaintiff Gutierrez dismissed his action without prejudice in October 2024. Concurrently, Plaintiff Palma filed a First Amended Complaint that mooted Defendant's original motion to dismiss.

16. In an effort to resolve the entirety of the litigation involving Defendant's digital properties, the Parties attended a mediation on March 11, 2025 before JAMS mediator Mark Isserles, Esq. and lasted the entire day. As part of the mediation, and to competently assess their relative negotiating positions, the Parties exchanged mediation briefs and informal discovery, which described the Parties' respective stances on issues such as the size and scope of the putative class as well as certain facts related to the respective strengths of Plaintiffs' allegations and of Defendant's defenses, including a production of Plaintiffs' browsing data. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses as well as the risks of continued litigation. Attesting to the contentious nature of the litigation, the Parties

were not able to reach an agreement on a settlement at the mediation.

17. The Parties jointly requested a further stay of the case deadlines to facilitate ongoing settlement discussions. *See Palma v. Formula One Digital Media Limited*, Case No. 1:24-cv-05283 at ECF Nos. 28-29. On March 17, 2025, Mediator Isserles made a mediator's proposal, enabling the Parties to finally reach an agreement on a settlement in principle. The Parties accepted the proposal on March 24, 2025. Thereafter, the Parties spent significant efforts over several weeks negotiating the terms of the settlement, including the form of the notice that would be sent to the Settlement Class members and the nature of the release. The Parties reached agreement on all material terms of a class action settlement and executed a term sheet on April 8, 2025.

18. On April 14, 2025, Plaintiffs commenced this action, and over the following weeks, my firm and my co-counsel negotiated and finalized the full-form Settlement Agreement, which is attached to this Declaration as Exhibit 1, selected a Settlement Administrator after a competitive bidding process, and prepared a motion for preliminary approval. The Parties then fully executed the Settlement Agreement on May 21, 2025.

19. While negotiations were always collegial and professional between the Parties, there is no doubt that the negotiations were also adversarial in nature, with both parties strongly advocating their respective client's positions.

20. On June 25, 2025, the Court issued an Order Granting Preliminary Approval, which is attached hereto as **Exhibit 2**. My firm and my co-counsel have worked with the Court-appointed Settlement Administrator, Epiq, to effectuate the Court-ordered Notice, and have fielded calls from Settlement Class Members answering their questions and assisting them in filing claims. Pursuant to the Court's Preliminary Approval Order, the Notice Plan was effectuated on July 18, 2025, directing email notices to all potential Settlement Class members for whom a valid email address was available. The Settlement Administrator also created a Settlement Website—which includes

relevant case documents such as the Settlement Agreement, Plaintiffs’ operative Complaint, the Preliminary Approval Order, the Motion for Attorneys’ Fees, and the Published Notice—as well as information about the Settlement and related deadlines, including instructions on how to object or opt out of the Settlement. Further, the Settlement Administrator also created a toll-free telephone number that provides recorded answers to frequently asked questions for Settlement Class Members, available 24 hours per day, 7 days per week.

21. The Settlement Class has overwhelmingly approved the Settlement Agreement reached in this matter. The deadline for Settlement Class members to file objections or to exclude themselves was September 22, 2025. Even though over 2.8 million notice emails were sent to potential class members, no objections were submitted. I have also been informed by the Settlement Administrator that only thirty-seven Settlement Class Members requested to be excluded and Epiq has processed over 61,900 Claim Forms. Since class notice has been disseminated, my firm and my co-counsel have also worked with Epiq on a weekly basis to monitor settlement claims and other issues that may arise.

Resulting Settlement

22. The resulting Agreement secures an excellent recovery for the Settlement Class. Pursuant to the Agreement, Defendant will establish a cash Settlement Fund of up to \$5,500,000, which will be used to pay Approved Claims, all Settlement Administrator costs, and any Fee Award and Service Awards. Settlement Class Members will be entitled to submit claims against the Settlement Fund for a cash payment of up to \$17.

23. As part of the Agreement, Defendant has also agreed to add the word “video” to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology, or (2) Defendant obtains consent for the disclosure of the video viewing information

by other means, or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose personally identifiable information (PII).

24. I believe that the Agreement is fair, reasonable, adequate, in the best interests of the Class, and provides substantial benefits for Plaintiffs and Class Members.

25. My years of experience representing individuals in complex class actions—including privacy class actions—contributed to an awareness of Plaintiffs’ settlement leverage, as well as the needs of Plaintiffs and the proposed Class. I believe that our clients would ultimately prevail in litigation. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation with the attendant potential risk of drawn-out appeals. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiffs and Class Counsel are also aware that Defendant would continue to challenge liability, Plaintiffs’ and users’ consent, and assert various other defenses. If Defendant were successful on any one of its defenses, an adverse decision would deprive Plaintiffs and the Settlement Class of any recovery whatsoever.

26. Indeed, other Facebook Tracking Pixel-based VPPA cases have even failed at the motion to dismiss stage. *See, e.g., Lamb v. Forbes Media LLC*, 2023 WL 6318033, at *14 (S.D.N.Y. Sept. 28, 2023) (granting motion to dismiss and finding that plaintiffs’ subscriptions to a newsletter and the website did not “render[] them ‘subscribers’ of goods and services from a video taper service provider within the meaning of the VPPA”); *Gardener v. MeTV*, 2023 WL 4365901, at *5 (N.D. Ill. July 6, 2023) (granting the motion to dismiss and “find[ing] dispositive MeTV’s argument that Plaintiffs are not consumers under the Act”); *Carter v. Scripps Networks, LLC*, 2023 WL 3061858, at *6 (S.D.N.Y. Apr. 24, 2023) (granting motion to dismiss because “[t]he Complaint describes plaintiffs as subscribers of hgtv.com newsletters, but does not plausibly

allege that they were subscribers of hgtv.com video services”); *Martin v. Meredith Corp.*, 2023 WL 2118074, at *3 (S.D.N.Y. Feb. 17, 2023) (“The plaintiff’s VPPA claim is dismissed because the complaint itself shows that the defendants do not disclose information showing that a person has ‘requested or obtained specific video materials or services.’”); *Hunthausen v. Spine Media, LLC*, 2023 WL 4307163, at *3 (S.D. Cal. June 21, 2023) (granting motion to dismiss because “[r]enting, purchasing or subscribing for goods or services from a third party connected to a [video tape service provider] is insufficient to make someone a ‘consumer’ under the VPPA”); *Cantu v. Tapestry, Inc.*, 2023 WL 4440662, at *10 (S.D. Cal. July 10, 2023) (“[T]he Court finds Plaintiff has failed to state a claim on the basis that he has not properly alleged that Defendant is a ‘video tape service provider.’”); *Carroll v. General Mills, Inc.*, 2023 WL 4361093, at *3 (C.D. Cal. June 26, 2023) (granting motion to dismiss because “[p]laintiffs do not allege any facts suggesting that the delivery of audiovisual material is General Mills’ particular field of endeavor or that General Mills’ products are specifically tailored to serve audiovisual material”). And while other Facebook Tracking Pixel-based VPPA cases have reached class certification or summary judgment, similar Pixel and VPPA cases have failed at those stages of the litigation. *See, e.g., Doe v. Medstar Health, Inc.*, 23-C-20-000591, Dkt. Nos. 70-71, at p. 1 (Md. Cir. Ct. 2023) (denying a motion for class certification in Pixel case); *In re Hulu Priv. Litig.*, 86 F. Supp. 3d 1090, 1097 (N.D. Cal. 2015) (denying a motion for summary judgment in VPPA Facebook cookie case because “there [was] no evidence that Hulu knew that Facebook might combine a Facebook user’s identity (contained in the c_user cookie) with the watch-page address”). Furthermore, the Illinois Supreme Court recently ruled damages under BIPA, which is similar to the VPPA, are “discretionary rather than mandatory” (*Cothron v. White Castle System, Inc.*, 2023 IL 128004 ¶ 42), meaning even a trial victory may not have guaranteed that Settlement Class Members received a monetary payment.

27. Looking beyond trial, Plaintiffs are also keenly aware that Defendant could appeal the merits of any adverse decision, and that considering the statutory damages in play it would argue—in both the trial and appellate courts—for a reduction of damages based on due process concerns. *See, e.g., Rogers v. BNSF Railway Co.*, 2023 WL 4297654, at *13 (N.D. Ill. June 30, 2023) (vacating jury’s statutory damages award in statutory privacy class action and ordering a new trial on damages); *Wakefield v. ViSalus, Inc.*, 51 F.4th 1109, 1125 (9th Cir. 2022) (vacating and remanding district court’s denial of post-trial motion challenging the constitutionality of statutory damages award in statutory privacy class action and ordering the district court to reassess the question with new appellate guidance).

28. Plaintiffs and Class Counsel are therefore mindful that absent a settlement, the success of Defendant’s various defenses in this case could deprive Plaintiffs and the Settlement Class Members of any potential relief whatsoever, and the expense, duration, and complexity of protracted litigation would be substantial. Despite the clear risks, my firm and my co-counsel undertook this matter on a contingency basis with no guarantee of recovery and have committed substantial resources of attorney and staff time, in addition to out-of-pocket costs and expenses, towards this matter.

29. The Parties agreed to the terms of the Agreement through experienced counsel who possessed all the information necessary to evaluate the case, determine all the contours of the proposed class, and reach a fair and reasonable compromise after negotiating the terms of the Agreement at arm’s-length.

30. Plaintiffs and Class Counsel, who have extensive experience litigating similar class action cases in federal and state courts across the country, including other VPPA cases, believe that the relief provided by the Agreement weighs heavily in favor of finding that the Agreement is fair, reasonable, and adequate, and well within the range of approval.

Pursuant to 735 ILCS 5/109, the undersigned declares and certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief, and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: October 7, 2025

/s/ Eugene Y. Turin
Eugene Y. Turin, Esq.

**IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
NINETEENTH JUDICIAL CIRCUIT**

ESTEBAN PALMA and SERGIO GUTIERREZ,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

FORMULA ONE DIGITAL MEDIA LIMITED,

Defendant.

Case No. 2025LA00000329

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs Esteban Palma and Sergio Gutierrez (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant Formula One Digital Media Limited (“Defendant”).

Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action was originally filed on May 30, 2024 in Illinois state court before it was removed to the Northern District of Illinois. The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information to a third-party without permission in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”). *Gutierrez v. Formula One Digital Media Ltd. et al.* (“*Formula One*”), Case No. 1:24-cv-05770 (N.D. Ill.) (“*Gutierrez*”).

B. Subsequent to the filing of the original *Gutierrez* action, on July 29, 2024, Plaintiff Esteban Palma filed a class action complaint against Defendant in the United States District Court for the Eastern District of New York also alleging violations of the VPPA. *Palma v. Formula One Digital Media Ltd. et al.* (“*Formula One*”), 1:24-cv-05283 (E.D.N.Y.) (“*Palma*”).

C. Following Defendant’s efforts to dismiss the *Palma* matter based on the first-filed rule, on October 25, 2024, the *Gutierrez* plaintiff voluntarily dismissed his case pursuant to Fed. R. Civ. P. 41(a)(1)(A)(i). Pl.’s Notice of Voluntary Dismissal, *Gutierrez*, No. 1:24-cv-05770 (N.D. Ill. Oct. 25, 2024) ECF No. 29.

D. On November 13, 2024, the parties appeared before Magistrate Judge Peggy Kuo for a status conference in the *Palma* matter. The Court adopted the parties’ joint proposed deadlines for Plaintiff Palma to file an amended complaint by December 2, 2024, and for Defendant to answer by December 16, 2024. *Palma*, No. 1:24-cv-05283, ECF No. 18. The Court ordered a proposed joint discovery plan to be submitted by January 10, 2025.

E. On November 27, 2024, Plaintiff Palma filed a First Amended Complaint pursuant to Fed. R. Civ. P. 15(a)(1)(A) in the *Palma* matter. *Id.*, ECF No. 19.

F. On December 16, 2024, Defendant filed an answer to the First Amended Complaint. *Id.*, ECF No. 20.

G. On January 7, 2025, the Parties agreed to private mediation.

H. On January 21, 2025, the Court agreed to defer entry of a scheduling order until the outcome of the mediation. *Id.*, Min. Entry and Order.

I. From the outset of the case, Defendant has maintained that it obtained consent for the supposed disclosure of any video watching information due to the presence of, among other things, its cookie preference center and consent management platform.

J. The Parties engaged in direct communications, and as part of their obligations under Fed. R. Civ. P. 26, discussed the prospect of resolution. Those discussions led to an agreement between the Parties to engage in mediation before Marc Isserles of JAMS, New York.

K. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

L. The mediation took place on March 11, 2025, and lasted into the evening. While the Parties engaged in good faith negotiations, which at all times were at arms' length, they failed to reach an agreement at the mediation. However, because the Parties felt they had made progress, they stipulated to extend the stay to continue their mediation efforts, which the Court granted. *Id.*, ECF No. 28.

M. On March 17, 2025, Mediator Isserles made a mediator's proposal to resolve the Action, and, on March 24, 2025, the Parties accepted the proposal. On April 8, 2025, the Parties reached agreement on all material terms of a class action settlement and executed a term sheet.

N. On April 14, 2025, pursuant to the term sheet reached by the Parties, and in order to effectuate the Settlement, the Parties filed a stipulation of dismissal in the *Palma* matter (No. 1:24-cv-05283, ECF No. 31) and subsequently refiled a consolidated class action complaint on behalf of both Plaintiffs Gutierrez and Palma in the Circuit Court of Lake County Illinois. *Gutierrez et al. v. Formula One Digital Media Limited*, 2025LA00000329.

O. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Defendant specifically denies that it is liable for damages, penalties, interest, attorneys' fees or costs, or any other remedies, and denies that any claim asserted by the Plaintiffs is suitable for class treatment other than for settlement purposes. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

P. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel (as defined herein) recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and

adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

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

AGREEMENT

1. DEFINITIONS

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

1.1 “Action” means *Gutierrez et al. v. Formula One Digital Media Ltd.*, No. 2025LA00000329, pending in the Circuit Court for Lake County, Nineteenth Judicial Circuit.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that is (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) signed by the Settlement Class Member, physically or electronically; and (d) approved by the Settlement Administrator pursuant to the provisions of this Agreement. An Approved Claim must attest that during the relevant time frame the Settlement Class Member (1) had a Formula 1 account or subscription (and the Settlement Class Member must provide the email address associated with that account); and (2) accessed or viewed a pre-recorded video on any of the Formula 1 Digital

Properties. If the total value of all Approved Claims exceeds the funds available for distribution to Settlement Class Members, then the amounts of the cash payments will be reduced pro rata.

1.3 “Cash Payment” means the payment of up to \$17.00 USD made to Settlement Class Members who complete the claims process and submit an Approved Claim. Cash Payments shall be subject to the Net Settlement Benefit Cap.

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

1.5 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.6 “Class Counsel” means Yitzchak Kopel of Bursor & Fisher, P.A. and Eugene Y. Turin and Jordan R. Frysinger of McGuire Law, PC.

1.7 “Class Period” means from May 1, 2022 until the date of Preliminary Approval.

1.8 “Class Representatives” means the named Plaintiffs in this Action, Esteban Palma and Sergio Gutierrez.

1.9 “Court” means the Circuit Court of Lake County, Illinois, Nineteenth Judicial Circuit.

1.10 “Defendant” means Formula One Digital Media Limited.

1.11 “Defendant’s Counsel” means Kathy J. Huang, Rachel E. K. Lowe, and Terance A. Gonsalves of Alston & Bird LLP.

1.12 “Formula 1 Digital Properties” means the websites <https://formula1.com> or <https://f1tv.formula1.com>, any subdomains, and any Formula 1 applications operated by Defendant.

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

1.14 “Federal Action” means *Palma v. Formula One Digital Media Ltd.*, Case No. 1:24-cv-05283-OEM-PK, which was pending in the United States District Court for the Eastern District of New York and was voluntarily dismissed without prejudice on April 14, 2025.

1.15 “Fee Award” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Benefit Cap.

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

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representatives.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Net Settlement Benefit Cap” means the Settlement Benefit Cap less (i) any Fee Award that is awarded by the Court; (ii) any incentive awards that are awarded by the Court; and (iii) any Settlement Administration Expenses that are awarded by the Court. The Net Settlement Benefit Cap shall be used to pay any Approved Claims submitted by Settlement Class Members for Cash Payments.

1.20 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Federal Rules of Civil Procedure Rule 23, and is substantially in the form of **Exhibits B and C** hereto.

1.21 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.22 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award and Final Approval are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court in the Action.

1.23 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors,

successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.24 “Plaintiffs” means Esteban Palma and Sergio Gutierrez.

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

1.26 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.27 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on the Action, the Video Privacy Protection Act (“VPPA”), 18 U.S.C. § 2710, and or other state, federal, local, statutory, or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, interception or transfer of information of or related to the Settlement Class Members arising out of their use of the Formula 1 Digital Properties.

1.28 “Released Parties” means Defendant Formula One Digital Media Limited, as well as any and all of its respective present or past heirs, executors, estates, administrators,

predecessors, successors, assigns, parent companies, subsidiaries, divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.29 “Releasing Parties” means Plaintiffs and Settlement Class Members who do not timely and properly opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.30 “Settlement Administration Expenses” means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, sending payment for Approved Claims, and related services. Settlement Administration Expenses shall be capped at \$300,000.00.

1.31 “Settlement Administrator” means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.32 “Settlement Benefit Cap” shall mean the gross amount of five million five hundred thousand United States dollars (\$5,500,000.00 USD) that shall represent Defendant’s

maximum financial obligation in this matter. In no event shall the total out-of-pocket costs paid by Defendant exceed the Settlement Benefit Cap. The following shall be subject to the Settlement Benefit Cap: (i) all Approved Claims for Cash Payments submitted by Settlement Class; (ii) the Settlement Administration Expenses; (iii) the Fee Award; and (iv) any incentive awards to the Class Representatives, as may be ordered by the Court.

1.33 “Settlement Class” means all persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 to the date the Settlement is preliminarily approved. Excluded from the Settlement Class are (i) Defendant, any entity in which the Defendant has a controlling interest, and Defendant’s officers, directors, legal representatives, successors, parent companies, subsidiaries, affiliates, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) all individuals who on or before the date the Court enters the Preliminary Approval Order filed or served with AAA a written arbitration demand against Formula 1 alleging a violation of the VPPA relating to the Formula 1 Digital Properties.

1.34 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.35 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, which provides as follows:

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

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

1.36 “Video Viewing Information” shall mean any information which identifies a person as having requested or obtained specific video materials or services from a video tape service provider and is not in the ordinary course of business as defined by VPPA.

2. SETTLEMENT RELIEF

2.1 Payments to Settlement Class Members.

(a) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive a cash payment of no more than \$17.00 USD.

(b) All Cash Payments shall be subject to the Settlement Benefit Cap of \$5,500,000.00. In the event that Approved Claims for Cash Payments exceed the Net Settlement Benefit Cap, all Cash Payments shall each be reduced *pro rata*.

(c) Each Settlement Class Member will receive his or her Cash Payment via check or any form of electronic payment agreed upon by the parties. Checks for Cash Payments will be sent via first class U.S. mail to the Settlement Class Members who submitted such Approved Claims.

(d) Within fourteen (14) days of the Final Judgment, Defendant shall establish a fund containing its anticipated payment of any Approved Claims for Cash Payments (the “Cash Payment Fund”). Within ten (10) days of the Effective Date, Defendant shall wire the proceeds of the Cash Payment Fund to the Settlement Administrator for distribution to Settlement Class Members. Payments to all Settlement Class Members with Approved Claims shall be made within forty-five (45) days after the Effective Date.

(e) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit, and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members. Unpaid funds from uncleared checks will revert back to Defendant.

(f) A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. An Approved Claim must confirm that during the Class Period, the claimant (1) had a Formula 1 account or subscription; and (2) accessed or viewed a pre-recorded video on any of the Formula 1 Digital Properties.

(g) Settlement Class Members that receive a Settlement Payment shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Settlement Agreement.

2.2 Injunctive Relief. Defendant will add the word “video” to its website consent management platform disclosure unless and until (1) the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of website/app tracking technology, or (2) Defendant obtains consent for the disclosure of the video viewing information by other means, or (3) Defendant ceases using website technology that discloses video viewing information in a manner configured to disclose personally identifiable information (PII).

Plaintiffs acknowledge that the Formula 1 Digital Properties already obtain opt-in consent prior to the disclosure of video-related information concerning any user, but the Parties disagree over whether that is sufficient under the VPPA. Nothing herein shall prohibit Defendant from disclosing non-video viewing information (information other than the specific video materials that a user has viewed) via trackers, pixels, tags, cookies, scripts, or software development kits (SDKs) on the Formula 1 Digital Properties.

3. RELEASE

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

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

4. NOTICE TO THE CLASS

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than fourteen (14) days after Preliminary Approval, Defendant shall produce an electronic list from its records that includes the names and email addresses, to the extent available, belonging to individuals with Formula 1 accounts or subscriptions registered in the United States during the Class Period. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information, consistent with the written consent provisions of the VPPA. This electronic document shall be called the "Class List," and shall be provided to the Settlement Administrator with a copy to Class Counsel. Class Counsel shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the Settlement, and shall take reasonable measures to protect the information from any third-party disclosure. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Class members to retain Class Counsel for any other matters or disputes.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email that is substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

(c) *Reminder Notice.* Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit B** (with minor, non-material modifications to indicate that it is a reminder email rather

than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.formula1usvppasettlement.com, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

(e) *Contact from Class Counsel.* Class Counsel, in their capacity as counsel to Settlement Class Members, may from time-to-time contact Settlement Class Members to provide information about the Settlement Agreement, answer any questions Settlement Class Members may have about the Settlement Agreement, and assist Settlement Class Members with filing claims insofar as such communication or correspondence is directly related to administering the Settlement.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, (b) if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include the following: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to (i) identify his or her Formula 1 account and (ii) that he or she was a Formula 1 account holder during the Class Period; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request by email or mail postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion by email or mail to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this settlement. A

request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not sent by email or postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

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

4.7 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.8 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Attorneys' Fees	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Motion for Final Approval	75 Days After Notice Date
Final Approval Hearing	90 Days After Notice Date
Cash Payments Sent to Settlement Class Members	45 Days After Effective Date

5. SETTLEMENT ADMINISTRATION

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Cash Payment Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall do the following:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement,

and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendants Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.2 and/or 1.3 above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain

and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to Marc E. Isserles of JAMS for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT

6.1 Subject to Paragraphs 9.1–9.3 below, Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so ("Termination Notice") to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1(d) of this Agreement, is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

6.2 Subject to Paragraphs 9.1–9.3 below, Defendant shall have the right, but not the obligation, in its sole discretion, to terminate this Agreement by providing written notice to Class Counsel within twenty-five (25) business days of the following event: individuals comprising

more than fifty thousand (50,000) Settlement Class Members in total have timely and validly opted out of the Agreement in accordance with the procedure set forth in Paragraph 4.5 above.

6.3 If Defendant seeks to terminate the Agreement on the basis of 6.2 above, the Parties agree that any dispute as to whether Defendant may invoke section 6.2 to terminate the Agreement that they cannot resolve on their own after reasonable, good-faith efforts, will be submitted to Marc Isserles of JAMS for binding determination.

6.4 The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or incentive awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the Settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of **Exhibits A, B, and C** hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material

respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Settlement Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things)

(a) find that the Court has jurisdiction to approve the Agreement, including all exhibits thereto;

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

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

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

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

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

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

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

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

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD

8.1 Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs in an amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than 33.33 percent of the Settlement Benefit Cap (*i.e.*, \$1,833,333.33). Provided that Class Counsel limits its request for a Fee Award to this amount, Defendant shall not oppose Class Counsel's request for the Fee Award.

8.2 Plaintiffs and Class Counsel understand and agree that any Fee Award under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of Plaintiffs and Settlement Class Members in the Action. This is a material condition of this Agreement. Plaintiffs and Class Counsel therefore hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees and costs arising from or relating to the individuals and matters identified in the Settlement Agreement. Further, Plaintiffs and Class

Counsel represent and warrant that no attorney, other than Class Counsel, has any attorneys' fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Action.

8.3 The Fee Award shall be payable within thirty (30) days after entry of the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as **Exhibit D**, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by wire transfer to Bursor & Fisher, P.A., and McGuire Law, P.C., in accordance with wire instructions to be provided to the Settlement Administrator by Class Counsel and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s), then Class Counsel shall return such funds to Defendant. In addition, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

8.4 Class Counsel intends to file a motion for Court approval of incentive awards for the Class Representatives, to be paid out of the Settlement Benefit Cap, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representatives will seek no more than \$2,500 each as incentive awards. Such award shall be paid in the form of a check to the Class Representatives that is sent care of Class Counsel within thirty (30) days after the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

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

- (a) The Parties have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement,

following Notice to the Settlement Class and a Final Approval Hearing, as provided in the Illinois Code of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the Settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final

Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

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

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

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

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral

estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

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

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

10.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

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

10.7 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements, and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified

only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest. Notwithstanding the provisions of this Paragraph, all representations by Plaintiffs, Defendant, and their counsel set forth in the Parties' Term Sheet shall remain binding.

10.9 Except as otherwise provided herein, each Party shall bear its own costs.

10.10 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of

the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

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

10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Yitzchak Kopel, Bursor & Fisher, P.A., 1330 Avenue of the Americas, 32nd Floor, New York, NY 10019 and Eugene Y. Turin, McGuire Law, P.C., 55 W. Wacker Dr., 9th Fl., Chicago, IL 60601 for Plaintiffs; Kathy J. Huang and Rachel E. K. Lowe, Alston & Bird LLP, 350 South Grand Avenue, Los Angeles, CA 90071 for Defendant.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 05/21/2025

ESTEBAN PALMA

By:  _____

Esteban Palma, individually and as representative of the Class

Dated: 19/05/2025

SERGIO GUTIERREZ

By:  _____
Sergio Gutierrez (May 19, 2025 22:07 CDT)

Sergio Gutierrez, individually and as representative of the Class

Dated: 19 MAY 2025

FORMULA ONE DIGITAL MEDIA LIMITED

By:  _____

Name: Adam Babiker

Title: Director

**IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

**Erin Cartwright Weinstein
Clerk of the Court
Lake County, Illinois**

SERGIO GUTIERREZ, ESTEBAN)
PALMA individually)
and on behalf of a class of similarly)
situated individuals,)
)
 Plaintiffs,)
)
 v.)
)
FORMULA ONE DIGITAL MEDIA)
LIMITED, a foreign private limited)
company.,)
)
 Defendant.)

No: 2025LA00000329

Hon. Charles C. Smith

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Motion in Support of Preliminary Approval of Class Action Settlement (the “Motion”), the Court having reviewed in detail and considered the Motion and memorandum in support of the Motion, the Settlement Agreement and Release (“Settlement Agreement”) between Plaintiffs Sergio Gutierrez and Esteban Palma, on their own behalf and on behalf of the Settlement Class (“Plaintiffs”), and Defendant Formula One Digital Media Limited (“Formula One” or “Defendant”) (Plaintiffs and Defendant together are the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them as in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length and in good faith between the Parties, who were represented by experienced class action counsel familiar with the legal and factual issues in this case, and was reached with the assistance of Marc E. Isserles, Esq., of JAMS New York.

3. Based on this preliminary evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the proposed Class Representatives fairly and adequately protect the interests of the Settlement Class, and that class treatment is an appropriate method for the fair and efficient adjudication of this action.

4. The Court hereby preliminarily certifies, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purposes of settlement only, the following Settlement Class consisting of:

All persons who had any Formula 1 account and accessed any Formula 1 Digital Properties in the United States and watched a pre-recorded video between May 1, 2022 and [date of preliminary approval].

Excluded from the Settlement Class are: (i) Defendant, any entity in which the Defendant has a controlling interest, and the Defendant's officers, directors, legal representatives, successors, parent companies, subsidiaries, affiliates, and assigns; (ii) any judge, justice, or judicial officer presiding over the Action and the members of their immediate families and judicial staff; (iii) any individual who timely and validly opts out of the Settlement; and (iv) all individuals who on or before the date the Court enters the Preliminary Approval Order filed or served with AAA a written arbitration demand against Formula 1 alleging a violation of the VPPA relating to the Formula 1 Digital Properties.

5. For settlement purposes only, Plaintiffs Sergio Gutierrez and Esteban Palma are appointed as Class Representatives.

6. For settlement purposes only, the following counsel are hereby appointed as Class Counsel:

Eugene Y. Turin
Jordan R. Frysinger
McGuire Law, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601
Tel: (312) 893-7002
eturin@mcgpc.com
emeyers@mcgpc.com
jfrysinger@mcgpc.com

Yitzchak Kopel
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019
Tel: (646) 837-7150
Fax: (212) 989-9163
ykopel@bursor.com

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves the proposed plan for giving Notice to the Settlement Class as fully described in the Settlement Agreement. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all persons in the Settlement Class. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The

Court directs that Defendant shall provide available email addresses and any accompanying name information for members of the Settlement Class to the Settlement Administrator as soon as practicable, but by no later than fourteen (14) days after entry of this Preliminary Approval Order.

9. Epiq Systems, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as fully set forth in the Settlement Agreement. The Settlement Administrator may proceed with the distribution of the Notice as set forth in the Settlement Agreement. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the Notice plan within 30 days, or by **July 24, 2025**.

10. Settlement Class Members who wish to receive benefits under the Settlement Agreement must complete and submit a valid Claim Form in accordance with the instructions provided in the Notice on or before **September 22, 2025**. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit A.

11. All Claim Forms must be either mailed via U.S. Mail to the address specified in the Claim Form or be electronically submitted to the Settlement Administrator via the Settlement Website no later than **September 22, 2025**. Settlement Class Members who do not timely submit a Claim Form deemed to be valid in accordance with Paragraph 1.2 of the Settlement Agreement shall not be entitled to receive any Cash Payment from the Settlement.

12. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than September 22, **2025**. To be valid, any request for exclusion must (a) be in writing sent by email or mail to the Settlement Administrator; (b) identify the case, *Gutierrez v. Formula One Digital Media Ltd.*, Case No. 2025LA00000329 (Cir. Ct. Lake Cnty.); (c) state the full name

and current address of the person in the Settlement Class seeking exclusion; (d) contain a statement that the person wishes to be excluded; (e) be signed by the person seeking exclusion; and (f) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. A request for exclusion that does not include all of the foregoing information, that is sent to an address or e-mail address other than that designated in the Notice, or that is not postmarked or electronically delivered to the Settlement Administrator within the time specified, shall be invalid and the persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

13. Any person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or the Final Approval Order entered in this action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement or the Final Approval Order.

14. Any Settlement Class Member (who has not excluded themselves) may comment in support of, or in opposition to, the Settlement Agreement at their own expense provided, however, that all comments and objections must be (1) filed with the Court, and (2) mailed to Class Counsel and Defendant's Counsel no later than **September 22, 2025**. Any person in the Settlement Class who intends to object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to (i) identify his or her Formula 1 account and (ii) that he or she was a Formula 1 account holder during the Class Period; (3) all grounds for the objection,

including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules). To the extent that any Objector or their attorney(s) has objected to any class action settlement where they have asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

15. Addresses for Class Counsel, Defendants’ Counsel, the Settlement Administrator, and the Clerk of Court are as follows:

<p>Class Counsel:</p> <p>Eugene Y. Turin Jordan R. Frysinger McGUIRE LAW, P.C. 55 W. Wacker Drive, 9th Floor Chicago, Illinois 60601 eturin@mcgpc.com jfrysinger@mcgpc.com</p> <p>Yitzchak Kopel 1330 Avenue of the Americas, 32nd Floor New York, NY 10019 ykopel@bursor.com</p>	<p>Defendant’s Counsel:</p> <p>Kathy J. Huang Rachel Lowe Terance A. Gonsalves Alston & Bird, LLP 350 South Grand Avenue Los Angeles, CA 90071 kathy.huang@alston.com rachel.lowe@alston.com</p>
<p>Settlement Administrator:</p> <p>Epiq Systems, Inc. P.O. Box 4830 Portland, OR 97208-4830 info@formula1usvppsettlement.com</p>	<p>Clerk of Court:</p> <p>Clerk of the Circuit Court for the 19th Judicial Circuit, Lake County 18 N. County Street, Room 101 Waukegan, IL 60085</p>

16. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Class Counsel's requested Fee Award and/or the request for Incentive Awards to the Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his/her written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

17. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of their intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to the Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement Agreement or Final Approval Order by appeal or other means and shall be deemed to have waived their objections and be forever barred from making any such objections in this action or any other action or proceeding.

18. Class Counsel may file any motion seeking an award of attorneys' fees, costs and expenses, as well as an incentive award for the Class Representative, in accordance with the terms of the Settlement Agreement, no later than **September 7, 2025**.

19. All papers in support of final approval of the Settlement shall be filed no later than fifteen (15) days before the Final Approval Hearing.

20. A hearing (the "Final Approval Hearing") shall be held before the Court on **October 30, 2025 at 9:00 a.m** in Courtroom C-205 of the Lake County Courthouse, 18 N. County Street, Room 101, Waukegan, IL 60085 and via Zoom Videoconference (<https://19thcircuitcourt.state.il.us/2183/Daily-Remote-Court-Session-Schedule-C205>) (or at such other time or location as the Court may without further notice direct) for the following purposes:

- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement is fair, reasonable, adequate, and made in good faith, and should be approved by the Court;
- (c) to determine whether the Final Approval Order as provided under the Settlement Agreement should be entered, including an order prohibiting Settlement Class Members from further pursuing Released Claims as set forth in the Settlement Agreement;
- (d) to consider the application for a Fee Award to Class Counsel;
- (e) to consider the application for Incentive Awards to the Class Representatives;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- (g) to rule upon such other matters as the Court may deem appropriate.

21. The Final Approval Hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a judgment approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

22. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

23. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement or this Order, are not and shall not in any event be described or construed as, and/or used, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiffs; the validity of any Released Claim; the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation; or any liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiffs. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

24. The Court hereby authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) that shall be consistent in all material respects with the terms of the Final Approval Order and do not limit or impair the rights of the Settlement Class.

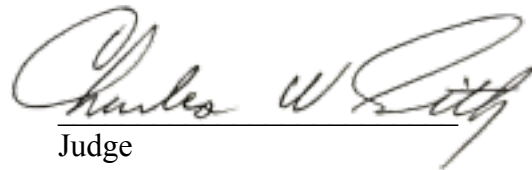
25. For clarity, the deadlines set forth above and in the Settlement Agreement are as

follows:

Notice to be completed by: July 24, 2025
Fee Award Application: September 7, 2025
Objection/Exclusion Deadline: September 22, 2025
Claims Deadline: September 22, 2025
Final Approval Submission: October 7, 2025
Final Approval Hearing: October 30, 2025 at 9:00 a.n.

IT IS SO ORDERED.

ENTERED: _____



Judge