UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiffs,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	)	

PLAINTIFFS' *UNOPPOSED* MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT, CERTIFICATION OF SETTLEMENT CLASS, APPOINTMENT OF CLASS REPRESENTATIVES AND SETTLEMENT CLASS COUNSEL, AND APPOINTMENT OF SPECIAL MASTER FOR MEDIATION

Dated: October 13, 2025

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I. INTRODUCTION

Plaintiffs James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez a/k/a Aleandro Lopez (collectively, "Plaintiffs") hereby move for preliminary approval their proposed Class Settlement Agreement with the Settling Defendants.[1] Plaintiffs and Class Counsel are pleased to report that this Settlement could favorably resolve on a nationwide basis Plaintiffs' claims for damages and injunctive relief against thirteen Defendants named in seven related cases before this Court.[2] This Settlement comes after numerous mediations and months of complex negotiations overseen by the Hon. James F. Holderman (Ret.), former chief judge of the Northern District of Illinois.

The claims in each of the related cases arise out of an alleged antitrust conspiracy among the National Association of REALTORS® ("NAR") and real estate brokers and franchisors. Plaintiffs allege that the NAR promulgated anticompetitive rules designed to keep brokers' commissions artificially elevated, and that the Defendants and their co-conspirators adopted, implemented, and enforced those unlawful restraints in residential real estate transactions. This conspiracy allegedly impaired competition in the market for residential real estate broker services nationwide to the detriment of homebuyers, who unwittingly paid the inflated commissions as part of their respective home purchases.

With the assistance of Judge Holderman, Plaintiffs have negotiated an early "icebreaker"

[1] Unless stated otherwise, capitalized terms used in this Motion are intended to be interpreted in accordance with the definitions in Parties' Settlement Agreement, a true and accurate copy of which is attached hereto as Exhibit A.

[2] The related cases include: *Tuccori v. At World Properties, LLC*, 1:24-cv-00150; *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207.

settlement. The Settlement establishes a Global Settlement Fund that will pool payments from the initial Settling Defendants and grow over time through an opt-in procedure. The Settling Defendants have committed to contribute a total of $3,202,000.00 if the Settlement is finally approved, and Class Counsel have already secured agreements from several additional Defendants to opt in and make material contributions to the Settlement following approval. Thus, preliminarily approving this Settlement now will deliver significant value to the Settlement Class by encouraging further opt-in settlements that will continue to grow the Global Settlement Fund going forward.

In light of this relief, as well as other considerations discussed below, the proposed Settlement readily satisfies the prerequisites for preliminary approval under Federal Rule 23(e) and applicable precedent. Accordingly, Plaintiffs respectfully request that the Court preliminarily approve the proposed Settlement, certify the proposed Settlement Class for settlement purposes, appoint Plaintiffs as the Class Representatives for the Settlement Class, appoint Plaintiffs' undersigned attorneys as Class Counsel, and appoint Judge James F. Holderman (Ret.) as Special Master for Mediation.

II. BACKGROUND

A. Summary Of Plaintiffs' Claims And Allegations.

The claims in this Litigation arise out of alleged anticompetitive conduct in the market for residential real estate broker services. (*See, e.g., Tuccori* Class Action Compl. ¶¶ 1-24, Dkt. 1-2). Plaintiffs claim that the Defendants conspired with the NAR and its members such as real estate brokerages, real estate franchisors, and other real estate companies, to artificially stabilize real estate broker commissions at elevated rates in violation of Section 1 of the Sherman Antitrust Act and certain state antitrust and consumer protection laws. (*Id.* ¶¶ 2, 10-18, 21-22, 34-46).

Specifically, Plaintiffs allege that the Defendants and their alleged co-conspirators agreed to implement and follow certain anticompetitive restraints governing residential real estate transactions, and that this agreement constituted an unlawful conspiracy in restraint of trade. (*Id.* ¶¶ 38-84). These anticompetitive restraints include certain NAR rules, policies, and practices that:

i. required every seller broker, when listing a property on an multiple listing service ("MLS"), to make a blanket unilateral offer of compensation to any buyer broker who may find a buyer for the home;

ii. required that identical compensation terms be simultaneously offered to every buyer broker without regard to their experience, the services they are providing to the buyer, or the financial arrangement they have made with the buyer;

iii. concealed the disclosure of the commission due to the seller broker and the portion of the commission earmarked for the buyer broker;

iv. permitted buyer brokers to misrepresent that their services are free;

v. permitted buyer brokers to filter listings based on the offered commissions and to steer homebuyers toward higher-commission listings;

vi. severely restricted the ability to modify the buyer broker commission after the buyer broker conveys a purchase offer; and

vii. limited access to the lockboxes that provide physical access to homes to NAR members.

(*Id.*). Plaintiffs claim that these rules and the alleged conspiracy reduced or eliminated competition among buyer-brokers, effectively raising, fixing, and maintaining commissions at artificially high levels that would not have existed in a competitive marketplace. (*Id.* ¶¶ 85-99). Plaintiffs further allege that buyer-broker commissions are incorporated into a home's purchase price, such that the conspiracy resulted in harm to homebuyers who paid elevated home prices incorporating the commissions. (*Id.*). The effects of the conspiracy allegedly extended nationwide and affected all residential real estate multiple listing services in the U.S., whether NAR-affiliated or not. (*Id.* ¶¶ 1, 91).

Plaintiffs assert claims for violations of (I) the Sherman Antitrust Act, 15 U.S.C. § 1; (II) violations of the Illinois Antitrust Act ("IAA"), 740 ILCS 10/1 *et seq.* and substantially similar antitrust statutes in other states; (III) violations of the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/1 *et seq*. and substantially similar consumer fraud statutes in other states; and (IV) unjust enrichment. (*See generally id.* ¶¶ 115-152). Each Plaintiff, both individually and on behalf of a putative nationwide class, seeks damages stemming from the elevated commissions as well as injunctive and declaratory relief.

B. Procedural History And Settlement Negotiations.

Plaintiff Tuccori initiated the earliest-filed *Tuccori* action against Defendant At World Properties, LLC ("@properties") on December 8, 2023 in the Circuit Court of Cook County, Illinois. @properties removed the *Tuccori* action to federal court on January 5, 2024, where it was assigned to the Hon. Lindsay C. Jenkins. (Dkt. 1). Each of the other cases related with *Tuccori* was either removed to or filed directly in this District. The related cases include *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399, filed on February 22, 2024; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160, filed on March 20, 2024; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356, filed on April 25, 2024; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039, filed on September 26, 2024; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735 (*Lopez I*), filed on November 14, 2024; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (*Lopez II*), filed on April 17, 2025.

On May 28, 2025, the Court granted Plaintiffs' Motion to Relate and Reassign Cases Pursuant to Local Rule 40.4. (Dkt. 43). The Court's May 28, 2025 Order deemed *Tuccori*, *Maslanka*, *Hartz*, *Wallach*, *Zawislak*, and *Lopez I* related pursuant to L.R. 40.4. Additionally, the other related cases were reassigned to this Court pursuant to L.R. 40.4(b) (if they were not already assigned). On October 1, 2025, the Court entered an Order holding that *Lopez II* was also related and reassigning that case to this Court's calendar as well. (Dkt. 51). On October 6, 2025, Plaintiffs moved for an order consolidating the seven related cases in the Litigation for settlement purposes. (Dkt. 55).[3]

On April 15, 2024, this Court maintained a stay of proceedings in *Tuccori* at an early stage of the litigation to enable the Parties to engage in mediation. (Dkt. 18). The Parties in the *Tuccori* matter attended a mediation on May 21, 2025 before the Honorable James F. Holderman of JAMS Chicago. (Declaration of Judge James F. Holderman (Ret.) ¶ 7, hereinafter "Holderman Decl."); (Declaration of Paul T. Geske in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement ¶ 17, hereinafter "Geske Decl."). That mediation was productive and led to a potential framework for a class settlement. (*Id.*); (Dkt. 21). All the other cases in the Litigation followed a similar path with respect to the Settling Defendants. (Holderman Decl. ¶¶ 8-12); (Geske Decl. ¶¶ 18-19). The settlement negotiations in the Litigation spanned many months and included nine other, separate mediation sessions, including mediations with:

- Defendant Baird & Warner, Inc. before Judge Holderman on August 1, 2024;
- Defendant Real Estate One, Inc. before Tom McNeill of Tom McNeill ADR on June 13, 2024;
- Defendant NextHome, Inc. before Judge Holderman on February 11, 2025;
- Defendant Shorewest, Inc. before Judge Holderman on March 6, 2025;
- Defendant Realty Executives Intl. Svcs. LLC before the Hon. Morton Denlow (Ret.) of JAMS Chicago on July 8, 2025;

[3] Following consolidation, Plaintiffs intend to file an amended consolidated complaint to unify Plaintiffs' claims and allegations and further streamline the procedure for approval of the settlements with the settling Defendants.

- Defendant Side, Inc. before Judge Holderman on August 21, 2025;
- Defendants The Keyes Company and Illustrated Properties, LLC before Judge Holderman on August 27, 2025;
- Defendant Vanguard Properties, Inc. before Judge Holderman on September 25, 2025; and
- Defendants Engel & Völkers Americas, Inc. and Engel & Völkers GmbH before Judge Holderman on September 29, 2025.

(Holderman Decl. ¶¶ 8-12); (Geske Decl. ¶¶ 18-19). Each of these mediations was conducted at arms-length and in an adversarial manner, as were the discussions with Settling Defendants who chose to engage in direct negotiations. (Holderman Decl. ¶¶ 10-15); (Geske Decl. ¶¶ 19-20). Even after each mediation session, negotiations continued through numerous calls and email exchanges that spanned many months. (Holderman Decl. ¶ 12); (Geske Decl. ¶ 20). Throughout this time, the Settling Parties discussed the framework and contours of the Settlement Agreement, including the appropriate class definition, the scope of the release, and the various provisions governing implementation of the Settlement. (Geske Decl. ¶ 20-22). Once negotiations concluded, the Settling Parties executed the final Settlement Agreement that is now being submitted to the Court for approval. (*Id.* ¶ 21).

III. THE PROPOSED SETTLEMENT

A. Settlement Class Definition.

The proposed Settlement entails certification of the Settlement Class defined as follows:

> All persons who purchased a home that was listed on an MLS anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Period.

(Ex. A ¶¶ 2, 9, 15, 20). In accordance with the Parties' Settlement Agreement, expressly excluded from the Settlement Class are persons who submit a valid request to be excluded, the Parties' counsel, the Special Master for Mediation, the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff. (*Id.* ¶ 15). These exclusions are standard in class action settlements and do not materially affect the size or makeup of the Settlement Class. The Settlement Class definition also excludes persons who have separately released their claims against a Settling Defendant as part of certain other court approved class settlements, but only as to that Settling Defendant (as those individuals would have already released the Released Claims against such Settling Defendant). (*Id.*).

B. Monetary Relief And The Global Settlement Fund.

The Settlement provides, among other things, for the establishment of a Global Settlement Fund comprised of the contribution payments from all Settling Defendants and any Opt-In Settlors. (*Id.* ¶¶ 6, 42, 69-73) Upon final approval, the Global Settlement Fund will be distributed to Settlement Class Members after deductions for any court-approved award of reasonable attorneys' fees and litigation expenses; court-approved notice and administration costs; court-approved service award(s); and any other court-approved settlement-related costs. (*Id.*). The Global Settlement Fund is non-reversionary in that the net funds after any Court-approved deductions, awards, and expenses will be distributed to Settlement Class Members according to a plan of allocation with no amount reverting to the Settling Defendants or Opt-In Settlors, regardless of the number of claims made. (*Id.* ¶¶ 69-70, 73).

As stated above, the Settling Defendants have agreed to contribute a total of $3,202,000.00 according to the terms of each Settling Defendant's respective addendum.[4] Plaintiffs and Class

[4] True and accurate copies of all Settling Defendants' addenda are attached hereto as <u>Exhibit B</u>.

Counsel have also secured agreements from several additional entities to participate as Opt-In Settlors and make contributions that will further increase the Global Settlement Fund. (Geske Decl. ¶ 24). Plaintiffs and Class Counsel anticipate that the Global Settlement Fund will continue to grow following preliminary approval once other real estate industry participants are given the opportunity to opt in. (*Id.*).

C. Opt-In Procedure.

As noted above, the proposed Settlement would establish an opt-in procedure where non-parties, such as other real estate brokerages, could elect to participate in the Settlement and obtain a release for the Released Claims in exchange for contributing a payment to the Global Settlement Fund and adopting the Settlement's practice changes. (Ex. A ¶¶ 35-36). There are three pathways to opt-in: 1) option 1 involves attending a mediation before the Special Master for Mediation or another agreed upon mediator; 2) option 2 provides a formula for a contribution payment and is available only to entities that have entered into a court-approved class settlement with home sellers in the *Burnett*, *Gibson*, or *Keel* cases; 3) and option 3 allows real estate brokerages to opt in by making a payment based a formula applied to their Total Transaction Volume (as defined in the Opt-In Agreement) over the most recent four calendar years. (*Id.*).

Opt-In Settlors must also agree to an Opt-In Agreement substantially similar to Appendix A attached to the Settlement Agreement. (*Id.*). All Opt-In Agreements will be subject to Court approval. (*Id.* ¶ 40). Plaintiffs will move for preliminary approval of any settlements they reach with Opt-In Settlors no later than 35 days after the end of the 180-day Opt-In Period, which beings following entry of an order granting preliminary approval to the Settlement Agreement. (*Id.* ¶¶ 8, 40).

D. Appointment of the Special Master For Mediation.

As part of this Motion, Plaintiffs are seeking the appointment of Judge James F. Holderman (Ret.) of JAMS Chicago as Special Master for Mediation. (Ex. A ¶¶ 32-33); (Holderman Decl. ¶ 16). In this role, Judge Holderman will be available to conduct, supervise, and oversee mediations with non-parties who elect to pursue Option 1 of the Settlement's opt-in procedures to become an Opt-In Settlor. (*Id.*). Judge Holderman is exceptionally qualified and particularly well-suited for this appointment because he is already familiar with the claims and history of this Litigation, having successfully mediated the claims against Defendants @properties, Baird & Warner, NextHome, Shorewest, Side, and others. (Holderman Decl. ¶¶ 8, 16).

E. Notice And Settlement Administration.

Under this Settlement, notice and claims administration will be held in abeyance until the Global Settlement Fund reaches a certain "Threshold Amount." (Ex. A ¶¶ 25, 51).[5] The Parties have agreed to engage Epiq Class Action & Claims Solutions, Inc. – a nationally recognized class action settlement administrator with substantial experience in antitrust matters – to assist with administering the Settlement. (*Id.* ¶ 14); (*see generally* Declaration of Cameron R. Azari, Esq. Regarding Notice Plan ¶¶ 1-7, 9, hereinafter "Azari Decl."). The Settlement Administrator will be responsible for carrying out the Settlement's Notice Plan and administering the claims process subject to Class Counsel's supervision. (Ex. A ¶¶ 51-52); (Azari Decl. ¶¶ 9, 17-49). The Settlement contemplates a two-pronged notice plan with direct notice by email to Class Members for whom

[5] The Settlement is contingent on the Global Settlement Fund reaching the "Threshold Amount," unless some or all of the Settling Parties agree to proceed at a lower amount in connection with the rescission rights described in Section P of the Settlement Agreement. (Ex. A ¶¶ 82-84). By confidential filing submitted herewith as Exhibit C, Plaintiffs are disclosing the "Threshold Amount" to the Court for in camera review. Plaintiffs are confident that, by the end of the Opt-In Period, the Global Settlement Fund will exceed the Threshold Amount, which is designed to ensure that the Settlement provides substantial relief to class members after accounting for the anticipated costs of notice and administration.

contact information is reasonably available, and notice by publication to all other Class Members, including via a settlement website. (Ex. A ¶¶ 51-52); (Azari Decl. ¶¶ 17-42).

Notice will not begin immediately upon preliminary approval. Rather, following the conclusion of the Opt-In Period, and after the Court has ruled on the approval of any agreements with any Opt-In Settlors, Class Counsel will submit a Notice Motion that includes the proposed form of, method for, and dates of dissemination of notice as well as the procedure for submission of claims. (Ex. A ¶¶ 51, 59).

F. Release.

In exchange for the relief described above, the Settlement Class Members will provide the Settling Defendants and Opt-In Settlors, as well as affiliated persons, with a release of any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate. (*Id.* ¶¶ 11-12, 29-30). The Released Parties include the Settling Defendants, Opt-In Settlors, and their franchisees, sub-franchisors, and licensees and their respective employees, agents, and independent contractors. (*Id.* ¶ 11). The release is more fully described in Section E of the Settlement Agreement. (*Id.* ¶¶ 29-31).

G. Attorneys' Fees And Service Awards.

Subject to Court approval, any award of attorneys' fees, costs, and expenses to Class Counsel, and any service awards to the Class Representatives, are to be paid from the Gross Settlement Fund. (*Id.* ¶¶ 6, 74). When class notice is issued following the conclusion of the Opt-

In Period, the notices will disclose Class Counsel's requested award for fees and costs and for service awards. Following an opportunity for the Settlement Class to review and consider the requested awards, Class Counsel will move for approval of the requested awards in advance of final approval.

IV. DISCUSSION

There are three stages for the approval of a class action settlement. First, the parties present a proposed settlement to the court for preliminary approval. Second, if the court preliminarily approves the settlement, notice of the proposed settlement is sent to the class, and class members are given an opportunity to object or opt out of the settlement. Third, after holding a final fairness hearing, the court decides whether to give final approval to the settlement. Fed. R. Civ. P. 23(e); Newberg & Rubenstein on Class Actions § 13:1 (6th ed.); *see generally Manual for Complex Litigation (Fourth)* § 21.63 (2004).

At this first stage, preliminary approval, the parties must show "that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B). Here, both elements are satisfied.

A. The Proposed Settlement Class Should Be Certified For Settlement Purposes.

Taking the second prong first, the Court can readily certify the Settlement Class for settlement purposes. District courts have broad discretion to determine whether class certification is appropriate. *Arreola v. Godinez*, 546 F.3d 788, 794 (7th Cir. 2008). To merit certification, the Settlement Class must satisfy the requirements of Rule 23(a): numerosity, commonality, typicality, and adequacy of representation. *Amgen Inc. v. Conn. Ret. Plans and Tr. Funds*, 568 U.S. 455, 460 (2013). Additionally, where, as here, certification is sought pursuant to Rule 23(b)(3), it must be shown that (i) common questions of law or fact predominate over individual issues, and (ii) a class action the superior device to resolve the claims. *Id.*

Finally, Rule 23 also contains an implicit "ascertainability" requirement "that classes be defined clearly and based on objective criteria." *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 659 (7th Cir. 2015). As explained below, the proposed Settlement Class satisfies all relevant Rule 23(a) and (b)(3) prerequisites, as well as Rule 23's implicit ascertainability requirement.

1. The Settlement Class is sufficiently numerous.

To satisfy the numerosity requirement, a class must be "so numerous that joinder of all members is impractical." Fed. R. Civ. P. 23(a)(1). "While there is no magic number that applies to every case, a forty-member class is often regarded as sufficient to meet the numerosity requirement." *Mulvania v. Sheriff of Rock Island Cnty.*, 850 F.3d 849, 859 (7th Cir. 2017); *Barnes v. Air Line Pilots Ass'n, Int'l*, 310 F.R.D. 551, 557 (N.D. Ill. 2015) (collecting cases).

Here, based on home transaction statistics, the Settlement Class is dispersed throughout the United States and likely numbers at least in the hundreds of thousands of individuals.[6] *See Arnold Chapman & Paldo Sign & Display Co. v. Wagener Equities, Inc.*, 747 F.3d 489, 492 (7th Cir. 2014) (finding that numerosity was satisfied where "it's reasonable to believe [the class is] large enough to make joinder impracticable and thus justify a class action suit.") (citing *Kohen v. Pac. Inv. Mgmt. Co. LLC*, 571 F.3d 672, 677-78 (7th Cir. 2009)). Thus, the Settlement Class is large enough that

[6] Quick Real Estate Statistics, NAR.Realtor.com, https://www.nar.realtor/research-and-statistics/quick-real-estate-statistics (reporting over 4 million existing home sales for 2023). Although many claims arising out of home purchases will be excluded from this Settlement by virtue of the class settlements in the *Burnett*, *Gibson*, and *Keel* cases, there is still a sufficiently numerous population of homebuyers who are not part of those settlement classes, which do not include persons with buyer-only claims during the settlements' class periods. *See* Highlights From the Profile of Home Buyers and Sellers, NAR.Realtor.com, https://www.nar.realtor/research-and-statistics/research-reports/highlights-from-the-profile-of-home-buyers-and-sellers (finding in a 2023 Profile of Home Buyers and Sellers that 32% of all home purchasers were first-time homebuyers).

individual joinder would be impractical. *See Randolph v. Crown Asset Mgmt., LLC*, 254 F.R.D. 513, 517 (N.D. Ill. 2008) ("As few forty class members can render joinder impractical, especially when the members are 'widely scattered and their holdings are generally too small to warrant undertaking individual actions.'" (quoting *Murray v. E*Trade Fin. Corp.*, 240 F.R.D. 392, 396 (N.D. Ill. 2006)). The numerosity requirement is therefore met.

2. Common questions of law and fact predominate.

Rule 23(a) next requires that the claims of a certified class present at least one common question of law or fact. Fed. R. Civ. P. 23(a)(2); *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 351 (2011) ("Even a single common question will do.") (cleaned up). Rule 23(a)(2)'s commonality requirement and Rule 23(b)(3)'s predominance requirement—that common questions "predominate over any questions affecting only individual members"—are both closely related and often analyzed together. *See Bell v. PNC Bank, Nat'l Ass'n*, 800 F.3d 360, 374 (7th Cir. 2015) ("[T]he question of commonality and predominance overlap in ways that make them difficult to analyze separately").

Common questions are those that are "capable of class-wide resolution" such "that determining the truth or falsity of the common contention will resolve an issue that is central to the validity of each claim." *Id.* (citing *Dukes*, 564 U.S. at 350). "What matters to class certification . . . [is] the capacity of a class-wide proceeding to generate common *answers* apt to drive the resolution of the litigation." *Id.* Therefore, "the critical point is the need for *conduct* common to members of the class." *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 756 (7th Cir. 2014) (internal quotations omitted).

Predominance, in turn, "builds on commonality." *Howard v. Cook Cnty. Sheriff's Off.*, 989 F.3d 587, 607 (7th Cir. 2021). Predominance is satisfied "when there exists generalized evidence that proves or disproves an element on a simultaneous, class-wide basis . . . [since s]uch proof obviates the need to examine each class member's individual position." *Golon v. Ohio Savs. Bank*, No. 98-cv-7430, 1999 WL 965593, at *4 (N.D. Ill. Oct. 15, 1999). "The predominance inquiry asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (quotations omitted). Predominance is satisfied "when common questions represent a significant aspect of [the] case and can be resolved for all members of [the] class in a single adjudication." *Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 815 (7th Cir. 2012) (cleaned up). "The guiding principle behind predominance is whether the proposed class's claims arise from a common nucleus of operative facts and issues." *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1029 (7th Cir. 2018).

In this case, there are numerous common questions of law and fact including (1) whether the Defendants joined in an alleged conspiracy to artificially inflate the cost of commissions in residential real estate transactions; (2) whether the NAR rules at issue constitute restraints of trade in violation of federal and/or state antitrust and consumer protection laws; (3) whether the alleged conspiracy violates Section 1 of the Sherman Act and analogous state antitrust and consumer protection statutes; (4) whether a per se or rule of reason analysis should apply; and (5) whether Plaintiffs and other members of the Settlement Class are entitled to, among other things, damages, and/or injunctive relief. Each of these issues presents questions that are common across the Settlement Class. *See, e.g.*, *Thillens, Inc. v. Cmty. Currency Exch. Ass'n*, 97 F.R.D. 668, 677 (N.D. Ill. 1983) ("The overriding common issue of law is to determine the existence of a conspiracy . . . ."); *In re Urethane Antitrust Litig.*, 768 F.3d 1245, 1256 (10th Cir. 2014) (affirming trial court's certification of class in price-fixing case where "two common questions . . . could yield common answers at trial: the existence of a conspiracy and the existence of impact").

Because answering each of these questions would resolve all Settlement Class Members' claims in one stroke, and no individualized issues (to the extent there are any) could defeat this overwhelming commonality, predominance is satisfied with respect to the Settlement Class. *In re Steel Antitrust Litig.*, No. 08 C 5214, 2015 WL 5304629, at *5 (N.D. Ill. Sept. 9, 2015) ("In many cases alleging a violation of antitrust laws, predominance is a test 'readily met.'" (quoting *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625 (1997)); *see also Muir v. Nature's Bounty (DE), Inc.*, No. 15 C 9835, 2018 WL 3647115, at *9 (N.D. Ill. Aug. 1, 2018) (recognizing that predominance is satisfied when "the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation defeating individual issues") (internal quotations omitted). Accordingly, the commonality and predominance requirements are satisfied.

3. Plaintiffs' claims are typical of the Settlement Class Members they seek to represent.

The next certification prerequisite – typicality – requires that the "claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). Typicality examines whether there is "enough congruence between the named representative's claim and that of the unnamed members of the class to justify allowing the named party to litigate on behalf of the group." *Spano v. The Boeing Co.*, 633 F.3d 574, 586 (7th Cir. 2011). "As a general matter, a plaintiff's claim is typical if it arises from the same event or practice or course of conduct that gives rise to the claims of other class members and his or her claims are based on the same legal theory." *Howard*, 989 F.3d at 605 (internal quotations omitted). In other words, when the basis of the suit is the defendant's systematic business practices toward the named plaintiff and the members of the settlement class, typicality is generally satisfied. *See Fischer v. Instant Checkmate*

LLC, 19 C 4892, 2022 WL 971479, at *7 (N.D. Ill. Mar. 31, 2022) ("[T]ypicality under Rule 23(a)(3) should be determined with reference to the company's actions.") (quoting *CE Design Ltd. v. King Architectural Metals, Inc.*, 637 F.3d 721, 725 (7th Cir. 2011)).

Typicality is met here because the Plaintiffs each allege the same legal theories based on the same central facts: that Defendants conspired to inflate real estate brokerage commissions by restraining negotiations and competition over commissions. *See In re Steel*, 2015 WL 5304629, at *4 (finding typicality where "the claims of each named representative and class members are based on the same legal theory and arise from the same course of conduct"). Indeed, courts regularly find typicality satisfied in cases alleging a price-fixing conspiracy. *See*, *e.g., id.* at *3 (finding typicality satisfied where "plaintiffs and all class members alleg[e] the same antitrust violations by defendants") (citation and quotation marks omitted); *In re Urethane Antitrust Litig.*, 251 F.R.D. 629, 640 (D. Kan. 2008) *aff'd*, 768 F.3d 1245 (10th Cir. 2014)). Thus, Plaintiffs' claims arise out of the same "event, practice or course of conduct that gives rise to the claim[s] of the other class members" and "are based on the same legal theory." *Parker v. Risk Mgmt. Alternatives, Inc*., 206 F.R.D. 211, 213 (N.D. Ill. 2002). Moreover, Plaintiffs and the other putative Class members all seek the same damages: the overpaid commissions. Accordingly, the typicality requirement of Rule 23(a) is satisfied for purposes of preliminary approval.

4. Plaintiffs and Class Counsel have fairly represented the Settlement Class and will continue to protect their interests.

The final Rule 23(a) prerequisite – adequacy – requires a finding that the class representative "will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). This requirement comprises two parts: (1) adequacy of the named plaintiff as representative of the proposed class's myriad members, and (2) adequacy of the proposed class counsel. *Lechuga v. Elite Eng'g, Inc.*, 559 F. Supp. 3d 736, 742 (N.D. Ill. 2021) (citing *Gomez v. St. Vincent Health,* *Inc.*, 649 F.3d 583, 592 (7th Cir. 2011)). Here, Plaintiffs and proposed Class Counsel are more than adequate.

To be an adequate representative, "the named Plaintiffs must not have 'antagonistic or conflicting claims.'" *Starr v. Chi. Cut Steakhouse*, 75 F. Supp. 3d 859, 874 (N.D. Ill. 2014) (quoting *Retired Chi. Police Ass'n v. City of Chi.*, 7 F.3d 584, 598 (7th Cir. 1993)). Where "the claims of the named Plaintiffs are essentially identical to those of the proposed class members," and "[t]here are no individual defenses or other claims that would in any way impede the named Plaintiffs' ability to adequately represent the interest of the class members," the named plaintiff is an adequate class representative. *Starr*, 75 F. Supp. 3d at 874.

Plaintiffs have no conflicts nor adverse interests with the Settlement Class, as their claims and interests in this Litigation are completely aligned with the Settlement Class Members that they seek to represent. Plaintiffs suffered the same alleged injury as every other member of the Settlement Class – the alleged overpayment of broker commissions incorporated into the purchase price of their homes – and their interest in redressing the alleged antitrust violations of is identical to the interests of all other members of the Settlement Class. To pursue that interest, Plaintiffs retained counsel, brought the Litigation, and considered and approved the Settlement terms.

Likewise, proposed Class Counsel readily satisfy the adequacy requirement. Class Counsel are highly experienced in prosecuting class actions generally and antitrust class actions in particular. (Geske Decl. ¶¶ 5-12); (Declaration of Jonathan M. Jagher ¶¶ 4-8, hereinafter "Jagher Decl."). Plaintiffs' counsel have been appointed as class counsel in numerous class actions in the Northern District of Illinois, Illinois state courts, and other courts throughout the country. (*Id.*) (identifying cases). Accordingly, because Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class, the adequacy requirement – like the other Rule 23(a) factors – is satisfied.

5. A class action is a superior method of resolving this controversy.

Rule 23(b)(3) also requires that a class action be superior to other available methods for adjudicating the controversy. A class action is superior to multiple individual actions where "litigation costs are high, the likely recovery is limited," and individuals are unlikely to prosecute individual claims absent the cost-sharing efficiencies of a class action. *Maxwell v. Arrow Fin. Servs., LLC.*, No. 03-cv-1995, 2004 WL 719278, at *6 (N.D. Ill. Mar. 31, 2004). When a large, relatively diffuse class is allegedly entitled to relief on account of uniform, widespread conduct, a class action is often the superior method of adjudicating the particular controversy. *See Wahl v. Midland Credit Mgmt., Inc.*, 243 F.R.D. 291, 301 (N.D. Ill. 2007) (finding superiority satisfied where the defendant "engaged in standardized conduct . . . that affected many consumers" but individual claims "would likely be too small to vindicate through an individual suit").

In this case, as in most antitrust class actions, although the alleged conduct at issue generates widespread harm, individual recoveries are relatively modest. *See* 2 Newberg & Rubenstein on Class Actions § 4:69 ("representative litigation is superior" when class members' claims "may be so small that it would be a waste of their time and/or resources to litigate individually"). Additionally, many Settlement Class Members may not have access to competent counsel willing to invest the time and resources to prosecute their claims. Absent a class action, the only option is to bring many small, individual actions resulting in minimal recovery, so it is unlikely that the Settlement Class Members would be able to obtain relief through individual lawsuits. *In re Vitamin C Antitrust Litig.*, 279 F.R.D. 90, 109 (E.D.N.Y. 2012) (recognizing that antitrust litigation can be "prohibitively expensive for class members with small claims to proceed individually" as litigation "require[s] significant fees toward expert analysis and testimony"). As such, adjudicating the Settlement Class Members' claims as part of a classwide settlement will "save[] the resources of both the courts and the parties by permitting an issue potentially affecting every [class member] to be litigated in an economical fashion[.]" *Gen. Tel Co. of Sw. v. Falcon*, 457 U.S. 147, 155 (1982) (quoting *Califano v. Yamasaki*, 442 U.S. 682, 701 (1979)); *see also Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 809 (1985) (holding that a class action is superior where it allows the plaintiffs to pool claims that would be uneconomical to litigate individually).

Moreover, because the Class would be certified for settlement purposes, the Court need not be concerned with issues of manageability relating to trial. When "confronted with a request for settlement only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems . . . for the proposal is that there be no trial." *Amchem*, 521 U.S. at 620.

Here, the Court can resolve the claims of the Class Members in one stroke, substantially serving "economies of time, effort, and expense, and promot[ing] . . . uniformity of decision as to persons similarly situated, without sacrificing procedural fairness or bringing about other undesirable results." *Id.* at 615 (quoting Fed. R. Civ. P. 23 advisory committee's notes). Accordingly, superiority is satisfied and the Court should provisionally certify the Class for purposes of settlement.

6. The Settlement Class is ascertainable.

In addition to satisfying the explicit requirements of Rule 23(a) and (b)(3), the proposed Settlement Class satisfies Rule 23's implicit ascertainability requirement, which requires that the class "be defined clearly and based on objective criteria." *Mullins*, 795 F.3d at 659. "Under the 'weak' version of ascertainability employed by the Seventh Circuit, courts worry most about 'the adequacy of the class definition itself,' not 'whether, given an adequate class definition, it would be difficult to identify particular members of the class.'" *T.K. ex rel. Leshore v. Bytedance Tech. Co., Ltd.*, No. 19-cv-7915, 2022 WL 888943, at *3 (N.D. Ill. Mar. 25, 2022) (quoting *Mullins*, 795 F.3d at 654).

The proposed Settlement Class is objectively defined, with membership turning on whether a person (1) purchased a home listed on an MLS (2) during the applicable Class Period. (*See* Ex. A ¶ 15). This definition is, as required, clear and based on objective criteria. Because the Settlement Class satisfies all of Rule 23(a) and (b)(2)'s explicit requirements for certification, as well as the implicit ascertainability requirement, it can be certified for purposes of settlement and for entry of a final judgment after final approval, if granted.

B. The Proposed Settlement Warrants Preliminary Approval.

In addition to finding that the Settlement Class is certifiable, the Court must also consider whether it "will likely be able to . . . approve the [settlement] proposal under Rule 23(e)(2)." Fed. R. Civ. P. 23(e)(1)(B)(i). Rule 23(e)(2) requires the Court to find that the Settlement is "fair, reasonable, and adequate" after considering whether: (A) the Class Representative and Class Counsel have adequately represented the class; (B) the Settlement was negotiated at arm's length; (C) the relief provided to the Settlement Class is adequate; and (D) the Settlement treats Settlement Class Members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). The proposed Settlement here readily satisfies these requirements.

1. Plaintiffs and Class Counsel have capably represented the Settlement Class Members.

The first Rule 23(e)(2) factor considers whether the class representative and class counsel have adequately represented the class. Fed. R. Civ. P. 23(e)(2)(A). This "look[s] to the conduct of the litigation and of the negotiations leading up to the proposed settlement." Fed. R. Civ. P. 23

Advisory Committee's Notes to 2018 Amendment (hereinafter "2018 Committee Notes"). Ultimately, this factor is satisfied where the named plaintiff "participated in the case diligently . . . [a]nd class counsel fought hard throughout the litigation," *Snyder v. Ocwen Loan Servicing, LLC*, No. 14 C 8461, 2019 WL 2103379, at *4 (N.D. Ill. May 14, 2019), and where "Class Counsel had 'an adequate information base' while negotiating for the settlement," *T.K.*, 2022 WL 888943, at *11 (quoting 2018 Committee Notes).

Here, Class Counsel's capable prosecution of the Litigation demonstrates that this factor is satisfied. Class Counsel investigated Plaintiffs' and the Class Members' claims, pursued multiple separate actions simultaneously against well-defended companies, opposed attempts to dismiss the Litigation in the *Zawislak* action, "and pursued mediation when it appeared to be an advisable and feasible alternative." *Snyder*, 2019 WL 2103379, at *4. Class Counsel also engaged in months of complex negotiations and conducted ten separate mediation sessions. Prior to reaching a settlement in each instance, Class Counsel exchanged information and briefing as part of the mediation process, gaining "an adequate information base" on which to negotiate. *T.K.*, 2022 WL 888943, at *11; *see also Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, No. 07 C 2898, 2011 WL 3290302, at *8 (N.D. Ill. July 26, 2011) (noting that the standard "is not whether it is conceivable that more discovery could possibly be conducted" but whether the parties have enough information "to evaluate the merits of this case"). The results achieved follow from this diligence and preparation, demonstrating that the proposed Settlement Class was adequately represented.

Plaintiffs also participated in this Litigation, including by helping with the investigation of their claims, providing records about their respective home transactions, assisting in the preparation of the initial complaints before filing, becoming familiar with the Litigation generally, and reviewing and approving the Settlement Agreement before signing it. Plaintiffs also stood ready to participate in discovery had this Litigation not settled. In other words, Plaintiffs have and continue to adequately represent the Settlement Class they seek to represent.

2. The Settlement was negotiated at arm's length.

The second Rule 23(e)(2) factor – whether the settlement was negotiated at arm's length – addresses a "procedural" concern. Fed. R. Civ. P. 23(e)(2)(B); 2018 Committee Notes. The arm's length negotiation requirement "aim[s] to root out settlements that may benefit the plaintiffs' lawyers at the class's expense." *T.K.*, 2022 WL 888943, at *11 (internal quotation omitted).

As stated above, the proposed Settlement here is the product of arm's-length negotiations that spanned many months and ten separate mediations. (Holderman Decl. ¶¶ 8-15); (Geske Decl. ¶¶ 18-19). Each Settling Defendant's participation in the Settlement was separately negotiated, and every Settling Defendant is represented by different defense counsel. Most importantly, the negotiations that led to this Settlement involved three experienced and impartial mediators: Judge James Holderman, Judge Morton Denlow, and Mr. McNeill. (Geske Decl. ¶ 18). "The best evidence of a truly adversarial bargaining process is the presence of a neutral third-party mediator." *T.K.*, 2022 WL 888943, at *11 (internal quotations omitted). In particular, Judge Holderman's assistance both during and after the seven mediation sessions he personally oversaw was instrumental in bringing this Litigation to a negotiated resolution. *See, e.g.*, *Charvat v. Valente*, 12-CV-05746, 2019 WL 5576932, at *5 (N.D. Ill. Oct. 28, 2019); *Young v. Rolling in the Dough, Inc.*, No. 17-cv- 07825, 2020 WL 969616, at *4 (N.D. Ill. Feb. 27, 2020). Further, the fact that the Settling Parties' negotiations spanned many months before coming to conclusion is indicative of arm's-length negotiating. (*See* Holderman Decl. ¶¶ 8, 10-14); (Geske Decl. ¶¶ 18-20); *Bynum v. Cmty. Loans of Am., Inc.*, 20-CV-1564-PP, 2022 WL 10073493, at *2 (E.D. Wis. Oct. 17, 2022) (fact that the settlement was negotiated "over a period of numerous months" is evidence of arm's-length negotiations) (quotations omitted).

The terms of the Settlement Agreement itself further underscore the arm's-length nature of the Settling Parties' negotiations. The Global Settlement Fund is non-reversionary and the Settlement Agreement contains no provisions that might suggest fraud or collusion. *See Snyder*, 2019 WL 2103379, at *4 (finding that a settlement was negotiated at arm's length where "there is no provision for reversion of unclaimed amounts, no clear sailing clause regarding attorneys' fees, and none of the other types of settlement terms that sometimes suggest something other than an arm's length negotiation"). In a similar vein, the Settlement's release is not overbroad. The Settling Defendants are not getting any release that they are not paying for, and the release is tethered to the factual underpinnings of the Litigation. Thus, there was no collusion between Class Counsel and the Settling Defendants.

3. The relief provided for the Settlement Class is fair given the real risks should this Litigation proceed.

The next Rule 23(e)(2) factor – whether "the relief provided for the class is adequate" – includes four express considerations to take into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3). Fed. R. Civ. P. 23(e)(2)(C). Each of these considerations favors finding that the relief provided here is more than adequate.

a. The benefits of settlement outweigh the cost, risk, and delay of further litigation.

The Settlement's benefits are an excellent result for the Class Members when balanced against the downsides of continued litigation. The Settlement Class faced significant obstacles above and beyond the risks inherent in any trial or appeal, and this Settlement secures immediate relief rather than forcing the Settlement Class to endure years of costly and contentious litigation. *See Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995) ("As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later.").

First, the Settlement provides meaningful monetary compensation. As stated above, the Settling Defendants will be contributing to a Global Settlement Fund for distribution to Class Members who submit valid claims. The total of all Settling Defendants' contributions currently exceeds $3.2 million, and Class Counsel anticipates that this amount will grow substantially after other alleged co-conspirators are given an opportunity to opt into the Settlement. (Geske Decl. ¶ 24). In addition to the Settlement's monetary relief, the Settlement also provides prospective relief by implementing or maintaining certain practice changes aimed at addressing the conduct that led to the Litigation in the first place. (Ex. A ¶ 78).

Second, the Settlement's monetary relief is especially notable given the recent downturn in the real estate industry, which has put a strain on virtually all real estate brokerages and impacted the resources available to fund a settlement like the one here. The entire real estate industry has faced significant headwinds over the last several years due to challenging financial conditions and prolonged high interest rates. According to data from the NAR, home sales reached a nearly 30-year low in 2023, representing an 18.7% decline from 2022 after sales of homes declined by 18%

in 2022.[7] Many real estate brokerage companies suffered large financial losses during this period that have drained their cash balances and net assets and limited their ability to generate profits into the future. These conditions have introduced significant concerns about ability to pay issues. Continued litigation would only exacerbate these concerns. The expense and burden of protracted litigation would consume money that can instead be made available to the Class Members through this Settlement. The Settlement thus captures these available assets while still allowing the Settling Defendants to continue operations.

Third, the Settlement is a great outcome for the Settlement Class given the significant risks involved in continued litigation. Plaintiffs acknowledge that the Defendants have firmly denied the existence of an anticompetitive conspiracy and presented other challenges to Plaintiffs in proceeding with their claims. For example, another court in this District has held that homebuyers are merely indirect—rather than direct—purchasers, which deprives them of the ability to seek damages under the Sherman Act. *See generally Leeder v. Nat'l Assoc. of Realtors*, 601 F. Supp. 3d 301, 309 (N.D. Ill. 2022) (citing *Ill. Brick Co. v. Ill.*, 431 U.S. 720, 729 (1977)). Further, in resolving motions to dismiss in the *Zawislak* action, this Court dismissed the Plaintiffs' claims without prejudice and with leave to replead. While Plaintiffs believe that this dismissal was the result of curable pleading errors, they acknowledge that the Defendants intend to raise other defenses if this case were to proceed further. These defenses, if successful, could result in Plaintiffs and the proposed Class Members receiving materially less in compensation, or potentially no recovery whatsoever.

Even if Plaintiffs were to prevail on the merits, they would also need to succeed in obtaining class certification, which would be highly contested. The prospect of adversarial class certification

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[7] Home sales slowed to a crawl in 2023. Here's why., CBS News, https://www.cbsnews.com/news/nar-existing-home-sales-price-2023/ (citing publicly reported home sale statistics from the NAR).

presents serious risks on its own. *See* Fed. R. Civ. P. 23(e)(2), Advisory Committee's Note to 2018 Amendment (instructing courts to consider the likelihood of certifying the class for litigation in evaluating this sub-factor); *see also Hudson v. Libre Tech., Inc.*, No. 3:18-cv-1371-GPC-KSC, 2020 WL 2467060, at *6 (S.D. Cal. May 13, 2020) ("Proceeding in this litigation in the absence of settlement poses various risks such as failing to certify a class.").

In sum, "any relief to class members would still be far down the road and may ultimately be entirely denied." *Charvat*, 2019 WL 5576932, at *7. In contrast, "[a]pproving the proposed settlement agreement will end the case and cause benefits to flow in short order." *Id.*; *see also Young*, 2020 WL 969616, at *5 ("If this case had been litigated to conclusion, all that is certain is that plaintiffs would have spent a large amount of money, time, and effort."). The Settlement provides meaningful relief to the Settlement Class, avoiding potentially years of complex litigation and appeals with a risk of no recovery whatsoever.

b. The proposed method of distributing relief to the Settlement Class is effective.

Next, the Settlement's straightforward process for claims submission and distribution further confirms the adequacy of relief. In evaluating the "method of distributing relief," courts assess whether the methods proposed for processing claims are "so complex that they discourage class members from pursuing valid claims." *T.K.*, 2022 WL 888943, at *14. Here, that is not a concern. With the assistance of the Settlement Administrator, the Notices will provide a detailed summary of relevant information about the Settlement, including the settlement website address and how Settlement Class Members can submit a claim online or by mail. With any method of submitting a claim, members of the Settlement Class will be given a menu of digital payment options.

Further, this Settlement does not implicate any concerns that can arise in reversionary settlements where defendants may be incentivized to keep claims low. This is not a reversionary settlement, and upon final approval, the Settling Defendants and Opt-In Settlors will pay the full amount of their contributions to the Gross Settlement Fund with no possibility of any funds reverting. *See T.K.*, 2022 WL 888943, at *15 ("[B]ecause no possibility of reversion exists here, it creates little incentive for gamesmanship by Defendants or class counsel.").

c. The Settlement Agreement does not present any concerns regarding Class Counsel's fee award.

The next consideration under Rule 23(e)(2)(C) is "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). It's worth emphasizing, however, that when evaluating the adequacy of relief under Rule 23(e)(2)(C), the Court's decision on settlement approval is completely distinct from its determination of fees. *T.K.*, 2022 WL 888943, at *15. ("Most importantly, with respect to the Court's consideration of the Settlement's fairness, the approval of attorneys' fees remains entirely separate from approval of the Settlement.").

Here, the Settlement Agreement does not purport to guarantee any specific amount or percentage of the Global Settlement Fund as attorneys' fees for Class Counsel. Further, there is no clear-sailing agreement, so the Settling Defendants are free to contest the amount of any fees requested. If the Settlement proceeds to final approval, the Settlement Class Members will have an opportunity to review and object to Class Counsel's requested fee award well in advance of final approval – as it will be disclosed in the class notices and posted on the Settlement website before the deadline to object or opt out of the Settlement. Further, no attorneys' fees will be paid until after the Settlement is finally approved. Accordingly, the Settlement Agreement does not contain any provisions that raise red flags about an award of attorneys' fees for Class Counsel.

d. There are no agreements to be identified under Rule 23(e)(3).

The last consideration in Rule 23(e)(2)'s assessment of the adequacy of relief requires this Court to take into account "any agreement made in connection with the [proposed settlement]." Fed. R. Civ. P. 23(e)(2)(C)(iv), (3). Here, there are no Agreements to be identified; all terms and agreements affecting Settlement Class Members are contained within the Settlement Agreement and its attachments.

In sum, each of the four express considerations of Rule 23(e)(2)(C)'s adequacy of relief requirement militate in favor of finding that the Rule is satisfied here.

4. The Settlement treats all Settlement Class Members equitably.

The final Rule 23(e)(2) factor asks whether the settlement "treats class members equitably relative to each other." This Settlement plainly does. This Settlement involves only one Settlement Class, and the terms of the Settlement apply uniformly across the Settlement Class Members. Every Settlement Class Member will be eligible for monetary relief and entitled to submit a claim to receive a payment. The amount of each payment will be determined equitably and according to a formula for allocation developed with the assistance of a damages expert. And a neutral third-party, the Settlement Administrator, will be processing payments. No group or individual will be unfairly advantaged or disadvantaged. Accordingly, this factor also weighs in favor of granting preliminary approval.

C. Plaintiffs' Counsel Should Be Appointed As Class Counsel.

Finally, if the Court finds that the Settlement Class is certifiable, it should appoint Plaintiffs' counsel as Class Counsel. *See* Fed. R. Civ. P. 23(g). In appointing class counsel, the Court must consider: (i) the work counsel has done in identifying or investigating potential claims in the action, (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserting in the action, (iii) counsel's knowledge of the applicable law, and (iv) the resources that counsel will commit to representing the class. Fed. R. Civ. P. 23(g)(1)(A).

As discussed in Section IV(A)(4) above, proposed Class Counsel have extensive experience litigating class actions and have been appointed as class counsel in many cases in this District and in other courts; have thoroughly investigated the claims at issue; and have the resources necessary to conduct this litigation. (*See* Geske Decl. ¶¶ 8-12, 23-26; Jagher Decl. ¶¶ 4-12). All the Rule 23(g)(1)(A) considerations thus support the appointment of Plaintiffs' counsel as Class Counsel in this case. *See Molinari v. Fin. Asset Mgmt. Sys., Inc.*, No. 18 C 1526, 2020 WL 4345418, at *8 n.8 (N.D. Ill. July 29, 2020) ("The analysis under Rule 23(g) builds on the standards that courts developed in scrutinizing the adequacy of class counsel under Rule 23(a)(4) rather than introducing an entirely new element into the class certification process.") (quotations omitted).

V. PROPOSED SCHEDULE

Event	Settlement Agreement Timeline
Conclusion of the Opt-In Period	180 days following entry of an order preliminarily approving the Settlement
Plaintiffs' Deadline to Move for Approval of Opt-In Settlors	No later than 35 days after the end of the Opt-In Period
Plaintiffs' Deadline to File Notice Motion	No later than 45 days after all settlements with Opt-In Settlors have been ordered preliminarily approved by the Court

VI. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an order (1) granting this Motion; (2) preliminarily approving the proposed Settlement Agreement; (3) preliminarily certifying the proposed Settlement Class for purposes of settlement and/or finding that the Settlement Class is likely to be certified for purposes of entering a final approval order; (4) appointing Plaintiffs James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez as Class Representatives; (5) appointing Myles

McGuire, Evan Meyers, and Paul T. Geske of McGuire Law, P.C. and Jonathan M. Jagher and Matthew W. Ruan of Freed Kanner London & Millen LLC as Class Counsel; (6) appointing the Honorable James F. Holderman (Ret.) as Special Master for Mediation; (7) setting deadlines based on the schedule proposed above; (8) enjoining the Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date; and (9) granting such further and additional relief as the Court deems reasonable and just.

Dated: October 13, 2025

Respectfully Submitted,

JAMES TUCCORI, COURTNEY FOREGGER, KEVIN CWYNAR, DAWID ZAWISLAK, MICHAEL D'ACQUISTO, and ALEJANDRO LOPEZ, individually and on behalf of similarly situated individuals

By: */s/ Paul T. Geske*
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Counsel for Plaintiffs and the putative class members

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on October 13, 2025 I caused the foregoing *Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement, Certification of Settlement Class, Appointment of Class Representatives and Settlement Class Counsel, and Appointment of Special Master for Mediation* to be electronically filed with the Clerk of the Court using the CM/ECF system. A copy of said document will be electronically transmitted to all counsel of record.

/s/ *Paul T. Geske*

Exhibit A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	No. 1:24-cv-00150
Plaintiffs,	Hon. Lindsay C. Jenkins
v.	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	

CLASS SETTLEMENT AGREEMENT

This Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025 ("Execution Date"), by and between Plaintiffs James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez a/k/a Aleandro Lopez (collectively, "Plaintiffs"), both individually and on behalf of a Settlement Class (defined below) of similarly situated individuals, and the Settling Defendants (defined below) (the Plaintiffs and the Settling Defendants are collectively referred to herein as the "Parties" or "Settling Parties").

A. Recitals

WHEREAS, the cases covered by this Agreement include: *Tuccori v. At World Properties, LLC*, 1:24-cv-00150 (N.D. Ill.); *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399 (N.D. Ill.); *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160 (N.D. Ill.); *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356 (N.D. Ill.); *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039 (N.D. Ill.); *Lopez v. NextHome, Inc. et al.*, No. 24-cv-

11735 (N.D. Ill.); *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (N.D. Ill.) (collectively, the "Litigation");

WHEREAS, on May 28, 2025 and October 1, 2025, the Hon. Lindsay C. Jenkins entered Orders granting Plaintiffs' Motions to Relate and Reassign Cases Pursuant to Local Rule 40.4, and held that each of the actions comprising the Litigation are related under Northern District Local Rule 40.4;

WHEREAS, on October 6, 2025, Plaintiffs moved for an order consolidating the actions comprising the Litigation solely for settlement purposes;

WHEREAS, Plaintiffs allege that the Settling Defendants participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws;

WHEREAS, the Settling Defendants deny Plaintiffs' allegations and any charges of wrongdoing or liability of any kind for Plaintiffs' claims;

WHEREAS, Plaintiffs' counsel and counsel for the Settling Defendants engaged in extensive arm's-length settlement negotiations, including multiple formal, full-day mediations between certain Plaintiffs and certain Settling Defendants conducted by the Honorable James F. Holderman (Ret.) of JAMS Chicago, the former Chief Judge of the U.S. District Court for the Northern District of Illinois, ultimately culminating in this Agreement;

WHEREAS, Plaintiffs, through their counsel, conducted an investigation into the facts and law regarding the Settling Defendants' alleged participation in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, and have concluded that resolving their claims against the Settling Defendants according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the Settlement Class;

WHEREAS, the Settling Defendants believe that they are not liable for the claims asserted and have strong defenses to Plaintiffs' claims, but nevertheless have decided to enter into this Agreement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the nationwide releases, orders, and judgment contemplated by this Agreement, thereby resolving with finality all claims that Plaintiffs and the Settlement Class Members (defined below) have or could have asserted against the Released Parties (defined below);

WHEREAS, the Settling Defendants, in addition to the monetary compensation set forth below, have agreed to implement or maintain certain practice changes, as set forth in this Agreement;

WHEREAS, Plaintiffs and the Settling Defendants recognize the "ice-breaker" nature of this Agreement, and contemplate that Plaintiffs will reach settlements with other alleged co-conspirators;

WHEREAS, any claims asserted by the Settlement Class Members against non-settling defendants will continue notwithstanding this Settlement unless and until they agree to participate as Opt-In Settlors (defined below);

WHEREAS, Plaintiffs and the Settling Defendants understand that Plaintiffs will not move for approval of a Notice Plan (defined below) or seek final approval of this Agreement until additional settlements, with Opt-In Settlors or otherwise, are reached in conjunction with this Settlement.

WHEREAS, together with this Agreement, the Settling Defendants are executing individual addenda to this Agreement, attached hereto, that include terms unique or specific to each Settling Defendant (collectively, the "Addenda");

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and the Settling Defendants that the Litigation be settled, compromised, and dismissed with prejudice as to the Settling Defendants and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or the Settling Defendants, subject to the approval of the Court, on the following terms and conditions:

B. Definitions

The following terms, as used in this Agreement, have the following meanings:

1. "Burnett" means the case captioned *Burnett v. The Nat'l Assoc. of REALTORS®*, No. 19-cv-00332 (W.D. Mo.), pending in the U.S. District Court for the Western District of Missouri, in which certain Settling Defendants have reached class settlements.

2. "Class Period" means:

   i. from December 8, 2017, to date of Class Notice for homes in Alabama, Georgia, Indiana, Maine, Michigan, Minnesota, New Jersey, Pennsylvania, Tennessee, Vermont, Wisconsin, and Wyoming;

   ii. from December 8, 2018, to the date of Class Notice for homes in Arkansas, Illinois, Kentucky, and Missouri;

   iii. from December 8, 2019, to the date of Class Notice for all other homes across the United States.

3. "Court" means the U.S. District Court for the Northern District of Illinois, Eastern Division.

4. "Effective Date" means the date when both of the following conditions have occurred as to all Settling Defendants: (a) the Court has entered a final judgment and order approving the Settlement set forth in this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation as against the Settling Defendants with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court's approval of the Settlement and the entry of final judgment has expired or, if appealed, approval of the Settlement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

5. "Gibson" means the case captioned *Gibson et al. v. The Nat'l Assoc. of REALTORS® et al.*, No. 4:23-cv-00788-SRB, pending in the U.S. District Court for the Western District of Missouri, in which certain Settling Defendants have reached class settlements.

6. "Global Settlement Fund" means the balance in the Escrow Account (defined below) established as a qualified settlement fund by the Settlement Administrator (defined below) in which the Settling Defendants' Monetary Amounts shall be deposited, along with settlement payments from Opt-In Settlors. Pursuant to the terms of this Agreement, the Global Settlement Fund will be distributed to Settlement Class Members (defined below) less any (i) court-approved award of reasonable attorneys' fees; (ii) court-approved award of reasonable litigation expenses; (iii) court-approved notice and administration costs; (iv) court-approved service award(s); and (v) any other court-approved settlement-related costs.

7. "Keel" means the case captioned *Keel et al. v. House of Seven Gables Real Estate, Inc.*, No. 4:25-00055 (W.D. Mo.), pending in the U.S. District Court for the Western District of Missouri, in which certain Settling Defendants have reached class settlements.

8. "Opt-In Period" means the period of time beginning the day after the Court enters an order granting the Preliminary Approval Motion (defined below) and continuing for 180 days thereafter.

9. "MLS" means any residential real estate multiple listing service in the U.S., whether or not it is NAR-affiliated, which, for avoidance of doubt, shall include, but is not limited to, the Real Estate Board of New York ("REBNY"), the REBNY Residential Listing Service ("RLS"), the Northwest Multiple Listing Service ("NWMLS"), West-Penn Multi-List, Inc. ("WPMLS"), and MLS Property Information Network ("MLS PIN").

10. "Released Claims" means any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

11. "Released Parties" means the Settling Defendants, including all of their respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders,

members, managers, employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors. This Settlement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

12. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or Settlement Class Members.

13. "Settlement" means the settlement of the Litigation contemplated by this Agreement.

14. "Settlement Administrator" means Epiq Class Action & Claims Solutions, Inc. or other independent third-party entity chosen by the Plaintiffs, subject to Court approval, to administer the notice and claims process.

15. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes, defined as: All persons who purchased a home that was listed on an MLS anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Period. Notwithstanding the foregoing, the Settlement Class does

not include: persons who submit a valid request to be excluded from the Settlement Class; persons who have separately released the Released Claims against a Settling Defendant in a court approved class settlement in Burnett, Gibson or Keel, but only as to that Settling Defendant; the Parties' counsel; the Special Master for Mediation; the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

16. "Settlement Class Counsel" means the following counsel:

Jonathan M. Jagher
FREED KANNER LONDON & MILLEN LLC
923 Fayette Street
Conshohocken, PA 19428
Tel: (610) 234-6487
jjagher@fklmlaw.com

Matthew W. Ruan
FREED KANNER LONDON & MILLEN LLC
100 Tri-State International, Ste. 128
Lincolnshire, IL 60069
Tel: (224) 632-4500
mruan@fklmlaw.com

Myles McGuire
Evan Meyers
Paul T. Geske
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601
Tel: (312) 893-7002
Fax: (312) 275-7895
mmcguire@mcgpc.com
emeyers@mcgpc.com
pgeske@mcgpc.com

17. "Settlement Class Member" means a member of the Settlement Class.

18. "Settling Defendants" means, collectively, Defendant At World Properties, LLC ("@properties"), Defendant Baird & Warner, Inc. ("Baird & Warner"), Defendant Real Estate One, Inc. ("Real Estate One"), Defendant Silvercreek Realty Group LLC ("Silvercreek"), Defendant

Equity Realtors, L.L.C. d/b/a Equity Real Estate ("Equity Realtors"), Defendant NextHome, Inc. ("NextHome"), Defendant Realty Executives Intl. Svcs. LLC ("Realty Executives"), Defendant Shorewest Realtors, Inc. ("Shorewest"), Defendant Side, Inc. ("Side"), Defendant Engel & Völkers Americas, Inc. and Defendant Engel & Völkers GmbH (together, the "E&V Entities").

19. "Settling Defendants' Monetary Amounts" means, collectively, the @properties Monetary Amount, the Baird & Warner Monetary Amount, the Real Estate One Monetary Amount, the Silvercreek Monetary Amount, the Equity Realtors Monetary Amount, the NextHome Monetary Amount, the Realty Executives Monetary Amount, the Shorewest Monetary Amount, the Side Monetary Amount, and the E&V Entities Monetary Amount, which are set forth in the respective Addenda.

C. <u>Stipulation to Class Certification</u>

20. The Settling Parties hereby stipulate, for purposes of this Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class described in Paragraph 15 shall be certified for settlement purposes only. The Settling Parties further stipulate that if, for any reason, the Settlement is rescinded, then the Settling Parties' stipulation to class certification as part of the Settlement shall become null and void.

21. Neither this Agreement, nor any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of this Agreement is intended to, or shall be construed as, or deemed to be evidence of an admission or concession by the Settling Defendants that a class should be or should have been certified for any purposes other than this Settlement, and none of them shall be admissible in evidence for any such purpose in any proceeding.

D. Approval of this Agreement and Dismissal of the Litigation

22. The Settling Parties agree to make reasonable best efforts to effectuate this Agreement, including, but not limited to, seeking the Court's approval of procedures (including the giving of Class Notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against Settling Defendants.

23. Within thirty (30) days after the Execution Date, or at any other time agreed to by the Settling Parties or ordered by the Court, Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Settlement ("Preliminary Approval Motion"). The Preliminary Approval Motion shall include a proposed form of Order preliminarily approving the Settlement and enjoining the Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date. The text of the proposed order shall be agreed on by the Parties before submission of the Preliminary Approval Motion, and such agreement will not be unreasonably withheld. The Settling Defendants shall have a reasonable opportunity to review and comment on the Preliminary Approval Motion, and Plaintiffs shall reasonably consider the Settling Defendants' comments. To the extent the Court finds that the Settlement does not meet the standard for preliminary approval, the Settling Parties will negotiate in good faith to attempt to modify the Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation.

24. Within ten (10) days after the filing with the Court of this Agreement and the Preliminary Approval Motion, the Settlement Administrator shall, on behalf of the Settling Defendants, cause notice of the Agreement to be served upon the appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

25. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of this Settlement and any other settlements that have been or are reached by the time of the Notice Motion.

26. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek the entry of an Order and final judgment ("Final Judgment Order"), the text of which the Settling Parties shall agree upon, and such agreement will not be unreasonably withheld by any Party. The terms of the proposed Final Judgment Order will include, at a minimum, the substance of the following provisions:

i. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this Settlement;

ii. approving finally this Settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

iii. as to the Settling Defendants, directing that the Litigation be dismissed with prejudice and, except as provided for in this Agreement, without costs;

iv. reserving exclusive jurisdiction over the Settlement and this Agreement, including the interpretation, administration, consummation, and enforcement of this Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,

v. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment of dismissal in the Litigation as to the Settling Defendants shall be final.

27. As of the Execution Date of the Agreement, the Settling Parties shall be bound by the terms of the Agreement and the Agreement shall not be rescinded except in accordance with Section P. This Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

28. This Agreement (whether or not it becomes final), the final judgment, any and all negotiations, documents, and discussions associated with them, and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of any kind by the Settling Defendants or any other Released Party, or evidence of any violation of any statute or law or of any liability or wrongdoing whatsoever by the Settling Defendants or any other Released Party, or of the truth or validity of any of the claims or allegations or point of fact or law contained in any complaint or any other pleading filed in the Litigation, and evidence thereof shall not be discoverable or used directly or indirectly, in any way, whether in the Litigation, or in any other arbitration, action, or proceeding whatsoever against the Settling Defendants or any other Released Party. Neither this Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any other action taken to carry out this Agreement by the Settling Defendants or any other Released Party, shall be referred to or offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action, arbitration, or proceedings, except in a proceeding to enforce this Agreement, or to defend against the assertion of Released Claims, or as otherwise required by law.

E. <u>Release, Discharge, and Covenant Not to Sue</u>

29. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether

individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

30. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR" or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

31. The Releasing Parties intend by this Agreement to settle with and release only the Released Parties, and the Settling Parties do not intend this Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in this Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice,

negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

F. <u>Appointment of the Special Master for Mediation</u>

32. In the Preliminary Approval Motion, Plaintiffs will seek the appointment of the Hon. James F. Holderman (Ret.) of JAMS Chicago as Special Master for Mediation.

33. Plaintiffs will request that the Court's Order approving the Preliminary Approval Motion state that the Special Master for Mediation:

i. will perform duties of conducting, supervising, and overseeing mediations with non-parties who elect to use the Special Master for Mediation pursuant to Option 1 in an effort to become an Opt-In Settlor;

ii. will carry out all duties personally or through others working under the supervision of or in conjunction with the Special Master for Mediation with reasonable diligence;

iii. has the authority to carry out the duties to facilitate mediations and settlements with non-parties, including the authority to require a non-party and/or its counsel to appear in person or remotely by videoconference for settlement conferences and mediations, but not have the authority to compel any entity to make or accept any specific offer of compromise;

iv. may communicate with negotiating parties or the Court *ex parte* to the extent required, in the exercise of the Special Master for Mediation's individual judgment, to carry out his duties;

v. is not required to preserve or file records related to the Special Master for Mediation's activities;

vi. shall provide the Court reports upon the Court's request and subject to the Court's discretion; and

vii. will split charges for reasonable compensation and reimbursement for expenses reasonably incurred in connection with the Special Master for Mediation's duties evenly between Settlement Class Counsel and the non-party participating in a particular mediation.

34. The Parties are aware of no grounds for disqualification under 28 U.S.C. § 455 as to the potential appointment of Judge Holderman as Special Master for Mediation.

G. <u>Non-Party Opt-Ins.</u>

35. The National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to this Settlement Agreement will be deemed an Opt-In Settlor if, during the Opt-In Period, they fulfill the conditions in one of the Options below:

i. **<u>Option 1:</u>** The non-party and one or more Plaintiffs reach an agreement that resolves Released Claims following non-binding mediation or otherwise. Any non-binding mediation will occur before the Special Master for Mediation or another agreed upon mediator. The costs of the mediation shall be split evenly between Settlement Class Counsel and the non-party. All settlement discussions and materials exchanged during such settlement negotiations, including the mediation, will be kept strictly confidential unless and until filed with the Court.

ii. **<u>Option 2:</u>** If the non-party is a party to a class settlement finally approved in Burnett, Gibson or Keel, the non-party agrees to be bound by the terms of an Opt-In Agreement, substantially in the form attached hereto as Appendix A, deemed offered by

Plaintiffs as resolution for the claims against the non-party specified therein, and agrees among other things to pay total monetary consideration into the Global Settlement Fund equal to 25% of the non-party's settlement payment amount in Burnett, Gibson, or Keel.

iii. **<u>Option 3:</u>** If the non-party is a real estate brokerage, franchisor, or other real estate company, the non-party agrees to be bound by the terms of an Opt-In Agreement, substantially in the form attached hereto as Appendix A, deemed offered by Plaintiffs as resolution for the claims against the non-party specified therein, and agrees among other things to pay total monetary consideration into the Global Settlement Fund equal to 0.0005 multiplied by the non-party's average annual Total Transaction Volume (as defined in the Opt-In Agreement) over the most recent four calendar years.

36. Plaintiffs and Settlement Class Counsel shall use their best efforts to resolve Released Claims with the National Association of REALTORS®, and any real estate brokerage, franchisor, or real estate company that is not a Party to this Settlement Agreement during the Opt-In Period.

37. The Settling Parties can agree that other non-parties who reach settlements of Released Claims, but who do not otherwise qualify under Paragraph 35 as Opt-In Settlors, are Opt-In Settlors.

38. Plaintiffs shall not reach any agreement with an Opt-In Settlor that adversely impacts any rights under this Settlement.

39. The day after the Opt-In Period ends, Settlement Class Counsel shall disclose to Settling Defendants the total of: (a) the Settling Defendants' Monetary Amounts; and (b) the monetary consideration to be paid into the Escrow Account (defined below) by the Opt-In Settlors (in aggregate, "Total Settlement Contributions").

40. Plaintiffs shall move the Court for preliminary approval of any settlements they reach with Opt-In Settlors no later than 35 days after the end of the Opt-In Period.

41. If any of the settlements reached with Opt-In Settlors are not preliminarily approved, Settlement Class Counsel must provide Settling Defendants, the day after the Court has decided all motions seeking preliminary approval of settlements with Opt-In Settlors, the total of: (a) the Settling Defendants' Monetary Amounts; and (b) the monetary consideration to be paid into the Escrow Account by the Opt-In Settlors whose settlements were preliminarily approved by the Court (in aggregate, "Revised Total Settlement Contributions").

H. Settling Defendants' Monetary Amounts

42. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, the Settling Defendants shall pay their respective Monetary Amounts (defined in their respective Addenda) into the Escrow Account (defined below) according to the terms of their respective Addenda.

43. Plaintiffs will include the total sum of the Settling Defendants' Monetary Amounts in their Preliminary Approval Motion. However, the dollar amount of each individual Settling Defendant's Monetary Amount shall remain confidential and shall not be disclosed to the public or any other Settling Defendant unless and until the dissemination of Class Notice occurs in accordance with Section J, below. Notwithstanding the foregoing, the Settling Parties agree that Plaintiffs will submit unredacted copies of each Settling Defendant's Addenda, including the Settling Defendants' Monetary Amounts, to the Court *in camera* confidentially and concurrently with the Preliminary Approval Motion.

44. No part of the Settling Defendants' Monetary Amounts shall constitute, nor shall it be construed or treated as constituting, a payment for treble damages, fines, penalties, forfeitures, or punitive recoveries.

I. <u>Escrow Account</u>

45. The Settlement Administrator shall open and maintain a special interest-bearing settlement escrow account established as a qualified settlement fund as defined in Section I .468B-l(a) of the United States Treasury Regulations (the "Escrow Account"). The Escrow Account shall be administered under the Court's continuing supervision and control.

46. All payments into the Escrow Account shall be invested in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government of an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation ("FDIC") up to the guaranteed FDIC limit.

47. The funds held in the Escrow Account, including any interest earned thereon, shall be deemed the Global Settlement Fund and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as the Global Settlement Fund shall be distributed pursuant to this Agreement or further order(s) of the Court.

48. The Settling Defendants shall have no responsibility for, or liability in connection with, the Global Settlement Fund or Escrow Account, including, without limitation, the investment, administration, maintenance, or distribution thereof.

49. Taxes and expenses incurred in connection with taxation matters may be paid from the Global Settlement Fund without additional approval from the Court, and these taxes and expenses shall not be refundable in the event the Agreement is rescinded to the extent such

expenses are actually expended or incurred. No other disbursements from or distribution of the Global Settlement Fund shall be made without prior approval of the Court.

50. The Escrow Account is intended by the Settling Parties to be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and to that end the Settling Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. A "relation back election" as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Escrow Account to be treated as a qualified fund from the earliest date possible, and the Settling Parties shall take all actions as may be necessary or appropriate to this end. At the direction of the Settlement Administrator, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not the Court has entered an Order finally approving the Settlement. In the event federal or state income tax liability is finally assessed against and paid by any of the Settling Defendants because of any income earned on the funds in the Escrow Account, the Settling Defendants shall be entitled to reimbursement of such payment from the funds in the Escrow Account after approval of the Court and whether or not the Settlement has been finally approved. The Settling Defendants will use reasonable efforts to resist any such assessment or payment. Except as set forth in this Paragraph, the Settling Defendants and any Released Party, and their respective counsel, shall have no responsibility to make any tax filings related to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and neither the Settling Defendants nor any Released Party nor their counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. Notice to the Settlement Class and Claims Process

51. Plaintiffs, no later than 30 days after all settlements with Opt-In Settlors have been ordered preliminarily approved by the Court, shall submit to the Court a motion for authorization to disseminate notice of the Settlement and any settlements with Opt-In Settlors to the Settlement Class (the "Notice Motion"). If, however, any settlements with Opt-In Settlors are denied preliminary approval, Plaintiffs shall instead submit the Notice Motion no later than 45 days, but not earlier than 31 days, after the Court has decided all motions seeking preliminary approval of settlements with Opt-In Settlors. The Notice Motion shall include a proposed form of, method for, and dates of dissemination of notice (the "Notice Plan"). The text of the notice shall be agreed on by the Parties before submission of the Notice Motion, and such agreement will not be unreasonably withheld by any Party. Before submission of the Notice Motion, the Settling Defendants shall have a reasonable opportunity to review and comment on the Notice Motion, and Plaintiffs shall reasonably consider the Settling Defendants' comments.

52. The Notice Plan shall provide among other items:

i. for notice sufficient to satisfy Rule 23 of the Federal Rules of Civil Procedure and due process and sufficiently in advance of the date set by the Court for final approval so that Settlement Class Members have adequate time to review the Notice, submit a claim, and elect to exclude themselves from the Settlement Class or object to the Settlement if they so choose;

ii. a notice and claims process that shall be administered by the Settlement Administrator, approved by the Court, and will be subject to Settlement Class Counsels' supervision;

iii. direct notice of the Settlement by email to Settlement Class Members to the extent the Settling Defendants have necessary contact information for individual Settlement Class Members

iv. notice via publication and a settlement website established by the Settlement Administrator that will host copies of all relevant documents and a long-form notice in both English and Spanish.

53. The Settling Defendants agree to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible and is the type of data provided by that Settling Defendant (if any) in Burnett, Gibson or Keel, within 30 days after Settlement Class Counsel file the Notice Motion.

54. The Settling Parties will confer regarding the specific details and content of any form of notice to be disseminated to the Settlement Class, as well as any content for the settlement website. The Settling Parties shall use their best efforts to resolve any disputes regarding notice and the settlement website, and if they are unable to resolve any issues regarding same, they shall have the option of referring such disputes to the Special Master for Mediation for binding resolution.

55. Reasonable expenses associated with providing notice of the Settlement to the Settlement Class and expenses for maintaining and administering the Global Settlement Fund may be paid out of the Global Settlement Fund after the Court enters an Order granting the Notice Motion without additional approval from the Court, provided that such costs paid out of the Global Settlement Fund do not exceed 15% of the Global Settlement Fund. Payment of such costs from

the Global Settlement Fund, if they would exceed 15% of the Global Settlement Fund, is permitted only with written consent from the Settling Defendants and approval by the Court.

56. Neither the Parties, nor their counsel, shall be required to contribute additional funds for the costs of notice and administration.

57. Each Settling Defendant shall be obligated to pay no more than its Settling Defendant Monetary Amount, as set forth in its respective Addenda.

58. Once approved, notice and administration costs paid out of the Global Settlement Fund shall not be refundable in the event the Agreement is rescinded to the extent such expenses have been approved by the Court and actually been expended or incurred.

59. The Notice Motion will outline the procedure for Settlement Class Members' submission of claims to receive payment from the Global Settlement Fund and their eligibility to do so. Among other things, the Notice Motion will provide that the Settlement Administrator will establish a claim submission module on the settlement website that allows Settlement Class Members to submit a claim electronically, and that all submitted claims will be subject to review and approval by the Settlement Administrator.

K. Requests for Exclusion

60. The Notice Plan shall provide that the notice sets forth the requirements for Settlement Class Members to be excluded from the Settlement Class, including the method for requesting exclusion and the date by which such a request must be made.

61. Plaintiffs will request that the Court Order approving the Notice Motion state that a request for exclusion that does not comply with all of the requirements set forth in the notice will be invalid and will not exclude any Settlement Class Member(s) from the Settlement Class.

62. The Settlement Administrator shall, within seven (7) days after the last date for Settlement Class Members to request to be excluded from the Settlement Class, provide the Parties with a list and copies of all opt out requests it has received, and Plaintiffs shall file with the Court a list of all members of the Settlement Class who have submitted valid requests for exclusion.

63. Subject to Court Approval, any member of the Settlement Class who submits a valid and timely request for exclusion will not be a Settlement Class Member and shall not be bound by the terms of this Agreement. The Settling Defendants reserve all of their legal rights and defenses with respect to any claims brought by individuals who request exclusion from the Settlement Class, including, but not limited to, any defenses relating to whether the Settlement Class Members validly excluded themselves from the Settlement Class.

64. The Notice Motion will request that requests for exclusion be submitted in writing, personally signed by the Settlement Class Member requesting exclusion, and in the written request for exclusion, the member of the Settlement Class must state his, her, or its full name, address, and telephone number, and a statement in the written request for exclusion that he, she, or it wishes to be excluded from the Settlement.

65. If any Settling Party disputes the validity of an exclusion request, it shall, if possible, resolve the disputed exclusion request by agreement and shall inform the Court of their position, and, if necessary, obtain a ruling thereon within thirty (30) days after the date for Settlement Class Members to request to be excluded from the Settlement Class.

L. <u>Procedure for Objections</u>

66. The Notice Plan shall provide that Settlement Class Members shall have the right to object to the Settlement, if they wish to do so, by serving a written objection to the Parties and the Court and filing it on or before the deadline set by the Court that contains: the objector's full

name and the case name and case number(s) of the Litigation; the objector's current address, email, and phone number; the reasons why the objector objects to the Settlement along with any supporting legal authority; a list of any objections they or their counsel have filed in any state or federal court class action in the last five (5) years, identified by the name of the case, the case number, the court in which the objection was filed, and the outcome of the objection; whether or not the objector intends to appear at the final fairness hearing on the motion for final approval of the Settlement, and if so, the reasons for seeking to appear; and the objector's signature.

67. Plaintiffs will request that the Court Order approving the Notice Motion state that:

i. failure to comply timely and fully with these procedures shall result in the invalidity and rejection of an objection;

ii. no Settlement Class Member shall be entitled to appear at the final approval hearing (whether individually or through the objector's counsel) or to object to the Settlement unless a valid objection is made and notice of the objection is provided to all Parties in accordance with this Agreement;

iii. failure to submit a valid objection waives any objections to the Settlement and forever forecloses a Settlement Class Member from making any objection (whether by appeal or otherwise) to the Settlement, any aspect of the Settlement, including, without limitation, the fairness, reasonableness, or adequacy of the proposed Settlement, any award of attorneys' fees or reimbursement of costs and expenses, or to the certification of the Settlement Class or to the Settlement Agreement;

iv. any Settlement Class Member who submits a valid request to exclude themselves from the Settlement Class forfeits the right to object to this

Settlement Agreement or any of its terms; and

v. any Settlement Class Member who objects to the Settlement and wishes to appear and speak at the final approval hearing must include in his or her written objection a statement expressing intention to appear and speak at the final approval hearing, or send a "Notice of Intent to Appear" at the final approval hearing to the Clerk of the Court and to the Settling Parties' Counsel, postmarked on or before the Objection Deadline. The Notice of Intent to Appear must include: the case name and case number of the Litigation; the Settlement Class Member's full name, address, email address, and phone number; a statement clearly indicating the intention to appear at the final approval hearing and the reasons for seeking to appear; copies of any papers or information to be presented to the Court, if any; and the Settlement Class Member's signature.

68. In the event one or more of the Settling Parties determines that an objection is frivolous or otherwise without merit, they shall request that the Court, within its discretion, overrule the objection and award appropriate costs and fees in opposing such objection(s).

M. <u>Distribution of the Global Settlement Fund</u>

69. The Releasing Parties shall look solely to the Global Settlement Fund for settlement and satisfaction, as provided herein, of all Released Claims against the Released Parties, and shall have no other recovery against the Settling Defendants or any other Released Parties.

70. After the Effective Date, the Global Settlement Fund shall be distributed in accordance with a Plan of Allocation approved by the Court at the request of Settlement Class Counsel (in consultation with the Settlement Administrator).

71. The Plan of Allocation shall be proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. The Settling Defendants will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by the Settling Parties that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Settlement Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement. Plaintiffs and the Settling Defendants shall be bound by the terms of this Settlement, irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Settlement or otherwise operate to terminate, modify, or cancel this Agreement.

72. In no event shall any Released Party have any responsibility, financial obligation, or liability whatsoever with respect to the investment, distribution, or administration of the Global Settlement Fund, including but not limited to, the costs and expenses of such distribution and administration, except as expressly otherwise provided in this Agreement.

73. Except as otherwise provided by this Agreement, no portion of the Global Settlement Fund shall revert or escheat, except as may be ordered by the Court overseeing the Litigation.

N. <u>Attorneys' Fees, Expenses, and Service Awards</u>

74. Subject to Court approval, Plaintiffs and Settlement Class Counsel shall be reimbursed and paid solely out of the Global Settlement Fund for all past, current, or future litigation costs and expenses and any award of attorneys' fees. Any service award(s) to the class

representative(s), if approved by the Court, will also be paid solely out of the Global Settlement Fund. Attorneys' fees and costs and expenses awarded by the Court shall be payable from the Global Settlement Fund upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Settlement Class Counsel's obligation to make appropriate refunds or repayments to the Global Settlement Fund with interest, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or award of costs and expenses is reduced or reversed, or in the event this Agreement is rescinded.

75. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, none of the Settling Defendants nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation.

76. Plaintiffs and Settlement Class Counsel shall be reimbursed and indemnified solely out of the Global Settlement Fund for all expenses and costs, as provided by Court Order and the provisions of this Agreement. The Settling Defendants and the other Released Parties shall not be liable for any costs, fees, or expenses of the Plaintiffs or the Settlement Class's respective

attorneys, experts, advisors, agents, or representatives, but all such costs, fees, and expenses as approved by the Court or authorized by this Agreement, shall be paid out of the Global Settlement Fund.

77. Neither the Settling Defendants nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

O. <u>Practice Changes</u>

78. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, the Settling Defendants (defined for purposes of this Paragraph to include the Settling Defendants' present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;

ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Settling Defendants will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;

iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;

iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;

v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);

vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

79. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 78 will sunset 5 years after the Effective Date.

80. The Settling Defendants acknowledge that the Practice Changes set forth herein are a material component of this Agreement and agree to use their best efforts to implement the Practice Changes specified in this Section.

81. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, the Parties to the dispute shall attempt to resolve it by agreement. If the Parties are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

P. Rescission

82. By confidential filing submitted concurrently with their Preliminary Approval Motion, Plaintiffs will disclose the "Threshold Amount" for the Total Settlement Contributions, as

conveyed to Settling Defendants, in connection with rescission rights further described in this Section.

83. The Agreement is deemed rescinded thirty (30) days after the end of the Opt-In Period if the Total Settlement Contributions do not equal or exceed the Threshold Amount, unless Plaintiffs and any Settling Defendant(s) agree in writing within twenty-nine (29) days of the end of the Opt-In Period that the Agreement shall continue as to those Parties.

84. If any of the settlements reached with Opt-In Settlors are not preliminarily approved, the Agreement is deemed rescinded thirty (30) days after the Court has decided all motions seeking preliminary approval of settlements with Opt-In Settlors if the total of the Revised Total Settlement Contributions does not equal or exceed the Threshold Amount, unless Plaintiffs and any Settling Defendant(s) agree in writing within twenty-nine (29) days of the Court deciding all motions seeking preliminary approval of settlements with Opt-In Settlors that the Agreement shall continue as to those Parties.

85. The Agreement is deemed rescinded as to Plaintiffs and any Settling Defendant(s) thirty (30) days after an Order from the Court declining to certify the Settlement Class(es) as defined in this Agreement as to such Settling Defendant(s), declining to grant preliminary or final approval of this Settlement in all material respects as to such Settling Defendant(s), or materially modifying or setting aside this Agreement or any judgment approving this Settlement in any material respects as to such Settling Defendant(s) on appeal, unless Plaintiffs and the Settling Defendant(s) agree in writing that the Agreement shall continue as to those Parties within twenty-nine (29) days of the order.

86. If the Agreement is rescinded as to any Settling Parties, those Settling Parties shall provide written notice filed with the Court as soon as practicable.

87. If this Agreement is rescinded as to any Settling Defendant, it will no longer be a Settling Party nor a Released Party, it will not be bound by this Agreement, and the Settlement Administrator shall return that Settling Defendant's Balance (defined below) to that Settling Defendant from the Escrow Account within thirty (30) days of the rescission of the Agreement as to that Settling Defendant (the "Rescission Date"). A Settling Defendant's Balance is equal to the Settling Defendant's individual Monetary Amount paid into the Escrow Account as of the Rescission Date, less the Settling Defendant's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Rescission Date, plus the Settling Defendant's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Rescission Date. The Settling Defendant's Share is equal to that Settling Defendant's individual Monetary Amount paid into the Global Settlement Fund by such Settling Defendant as of the Rescission Date divided by the total of all Settling Defendants' Monetary Amounts paid into the Escrow Account and all monetary consideration paid into the Escrow Account by the Opt-In Settlors as of the Rescission Date.

88. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Agreement or Final Judgment Order.

89. In the event this Agreement is rescinded, the Settling Parties agree that pending deadlines in the Litigation that were mooted by the execution of the Agreement shall be reset as to the Settling Parties for which this Agreement was rescinded by Order of the Court, and no Settling Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Agreement.

90. The Settling Defendants do not waive, and hereby expressly reserve, all of their legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

91. The Settling Parties' rights to rescind this Agreement are a material term of this Agreement.

Q. **Miscellaneous**

92. The Settlement resulted from extensive arm's-length settlement negotiations between the Plaintiffs' counsel and counsel for the Settlings Defendants, including multiple mediations between certain Plaintiffs and certain Settling Defendants conducted by the Hon. James Holderman (Ret.) of JAMS and lengthy negotiations over the terms and contours of this Settlement. The Settling Parties agreed to this Settlement after they considered the risks and costs of continuing litigation. The Settling Parties agree to continue to maintain the confidentiality of all settlement discussions and materials exchanged during the settlement negotiation. The terms of the Settlement continue to be subject to mediation privilege and must be kept strictly confidential until a motion for preliminary approval is filed, except as necessary for a Settling Defendant to meet its financial reporting obligations or consult with any of its lenders or creditors, or as required by law.

93. Any disputes relating to this Agreement will be governed by Illinois law without regard to conflicts of law provisions.

94. This Agreement does not settle or compromise any claim by Plaintiffs or any other Settlement Class Member against any other person or entity other than the Released Parties.

95. This Agreement, including the Exhibits and Appendices attached hereto, constitute the entire agreement among Plaintiffs and the Settling Defendants pertaining to the settlement of

the claims against the Settling Defendants in the Litigation. This Agreement may be modified or amended only by a writing executed by the Settling Parties.

96. This Agreement may be executed in counterparts by Plaintiffs and the Settling Defendants, and a facsimile or pdf signature exchanged by hand, mail, or electronic mail shall be deemed an original signature for purposes of executing this Agreement.

97. Neither Plaintiffs nor the Settling Defendants shall be considered the drafters of this Agreement or any of its provisions for the purpose of any statute, the common law, or rule of interpretation that would or might cause any provision of this Agreement to be construed against the drafter.

98. The provisions of this Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

99. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of this Agreement and the Settlement, but will not use that stipulation or Settling Defendants' agreement to be governed by Illinois law as grounds for personal jurisdiction over a Settling Defendant in any litigation unrelated to the interpretation, approval, implementation or enforcement of this Agreement, including, but not limited to, continued litigation of the Litigation in the event that the Settlement is rescinded. For the avoidance of doubt, Settling Defendants do not waive but rather reserve all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

100. The terms of the Agreement are and shall be binding upon and inure to the benefit of, to the fullest extent possible, each of the Releasing Parties and the Released Parties, and upon all other persons and/or entities claiming any interest in the subject matter thereof through any of the Settling Parties, Releasing Parties, Released Parties, and any Settlement Class Members.

101. Any disputes between Plaintiffs and a Settling Defendant concerning this Agreement shall, if they cannot be resolved directly by the Parties, be presented to a mutually agreeable mediator for his or her assistance in mediating a resolution.

102. Each Settling Party acknowledges that he, she or it has been and is fully being advised by competent legal counsel of such Settling Party's own choice and fully understands the terms and conditions of this Agreement, and the meaning and import thereof, and that such Settling Party's execution of this Agreement is with the advice of such Settling Party's counsel and of such Settling Party's own free will. Each Settling Party represents and warrants that it has sufficient information regarding the Settlement and the other parties to reach an informed decision and has, independently and without relying upon the other parties and based on such information as it has deemed appropriate, made its own decision to enter into this Agreement and was not fraudulently or otherwise wrongly induced to enter into this Agreement.

103. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement.

PLAINTIFF JAMES TUCCORI

DocuSigned by:

James Tuccori 10/13/2025

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By: James Tuccori

Dated: __, 2025

PLAINTIFF COURTNEY FOREGGER

Signed by:

10/10/2025

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By: Courtney Foregger

Dated: __, 2025

PLAINTIFF KEVIN CWYNAR

Signed by:
10/10/2025
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By: Kevin Cwynar

Dated: __, 2025

PLAINTIFF DAWID ZAWISLAK

Signed by:
10/10/2025
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By: Dawid Zawislak

Dated: __, 2025

PLAINTIFF MICHAEL D'ACQUISTO

Signed by:
10/13/2025
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By: Michael D'Acquisto

Dated: __, 2025

PLAINTIFF ALEANDRO LOPEZ A/K/A ALEJANDRO LOPEZ

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By: ALEANDRO X LOPEZ

Dated: __, 2025

FREED KANNER LONDON & MILLEN LLC

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By:

Dated: __, 2025

MCGUIRE LAW, P.C.

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By:

Dated: __, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

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By:

Dated: __, 2025

DEFENDANT BARID & WARNER, INC.

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By:

Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

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By:

Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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By:

Dated: __, 2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

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By:

Dated: __, 2025

DEFENDANT NEXTHOME, INC.

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By:

Dated: __, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

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By:

Dated: __, 2025

DEFENDANT SHOREWEST REALTORS, INC.

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By:

Dated: __, 2025

DEFENDANT SIDE, INC.

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By:

Dated: __, 2025

DEFENDANT ENGEL & VÖLKERS AMERICAS, INC.

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By:

Dated: __, 2025

DEFENDANT ENGEL & VÖLKERS GMBH

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By:

Dated: __, 2025

PLAINTIFF KEVIN CWYNAR

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By:

Dated: __, 2025

PLAINTIFF DAWID ZAWISLAK

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By:

Dated: __, 2025

PLAINTIFF MICHAEL D'ACQUISTO

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By:

Dated: __, 2025

PLAINTIFF ALEANDRO LOPEZ A/K/A ALEJANDRO LOPEZ

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By:

Dated: __, 2025

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher
____
By: Jonathan Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske
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By: Paul Geske

Dated: October 13, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

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By:

Dated: __, 2025

DEFENDANT BAIRD & WARNER, INC.

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Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

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Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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By:

Dated: __, 2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

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By:

Dated: __, 2025

DEFENDANT NEXTHOME, INC.

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Dated: __, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

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Dated: __, 2025

DEFENDANT SHOREWEST REALTORS, INC.

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Dated: __, 2025

DEFENDANT SIDE, INC.

Signed by:
Carmine Napolitano
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By: Carmine Napolitano

Dated: __, 2025 10/10/2025

DEFENDANT ENGEL & VÖLKERS AMERICAS, INC.

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By:

Dated: __, 2025

DEFENDANT NEXTHOME, INC.

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By:

Dated: __, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

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By:

Dated: **Oct 13**, 2025

DEFENDANT SHOREWEST REALTORS, INC.

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By:

Dated: __, 2025

DEFENDANT SIDE, INC.

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Dated: __, 2025

DEFENDANT ENGEL & VÖLKERS AMERICAS, INC.

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Dated: __, 2025

DEFENDANT NEXTHOME, INC.

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Dated: __, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

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By:

Dated: __, 2025

DEFENDANT SHOREWEST REALTORS, INC.

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By:

Dated: __, 2025

DEFENDANT SIDE, INC.

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Dated: __, 2025

DEFENDANT ENGEL & VÖLKERS AMERICAS, INC.

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Stuart Siegel
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By: Stuart Siegel

Dated: __, 2025 10/10/2025

DEFENDANT ENGEL & VÖLKERS GMBH

By: Florian Wieser

Dated: __, 2025 10/10/2025

DEFENDANT ENGEL & VÖLKERS GMBH

By: Rainer Wipp

Dated: __, 2025 10.10.25

MCGUIRE LAW, P.C.

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By:

Dated: __, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

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By:

Dated: __, 2025

DEFENDANT BARID & WARNER, INC.

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By:

Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

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Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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By:

Dated: __, 2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

Tony Ketterling
Tony Ketterling (Oct 12, 2025 15:56:34 CDT)
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By: Uniquely Different Holdings, LLC by Tony Ketterling, its Manager

Dated: October 12, 2025

MCGUIRE LAW, P.C.

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By:

Dated: __, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

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By:

Dated: __, 2025

DEFENDANT BAIRD & WARNER, INC.

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By:

Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

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By:

Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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By: Aaron Doughty, Owner

Dated: __, 2025 10/13/2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

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By:

Dated: __, 2025

DEFENDANT NEXTHOME, INC.

James Dwiggins
By: James Dwiggins Co-CEO

Dated: __, 2025 October 10, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

By:

Dated: __, 2025

DEFENDANT SHOREWEST REALTORS, INC.

By:

Dated: __, 2025

DEFENDANT SIDE, INC.

By:

Dated: __, 2025

DEFENDANT ENGEL & VÖLKERS AMERICAS, INC.

By:

Dated: __, 2025

MCGUIRE LAW, P.C.

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By:

Dated: __, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

Branden Lopez
By:

Dated: 10/13, 2025

DEFENDANT BARID & WARNER, INC.

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By:

Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

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Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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Dated: __, 2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

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Dated: __, 2025

MCGUIRE LAW, P.C.

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By:

Dated: __, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

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By:

Dated: __, 2025

DEFENDANT BARID & WARNER, INC.

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By:

Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

Signed by:
Jennifer Mazur
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By:
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Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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By:

Dated: __, 2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

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By:

Dated: __, 2025

MCGUIRE LAW, P.C.

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By:

Dated: __, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

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By:

Dated: __, 2025

DEFENDANT BAIRD & WARNER, INC.

Signed by:

Marty Bozarth

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By:

10/13/2025 | 1:48 PM CDT

Dated: __, 2025

DEFENDANT REAL ESTATE ONE, INC.

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By:

Dated: __, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

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By:

Dated: __, 2025

DEFENDANT EQUITY REALTORS, L.L.C. D/B/A EQUITY REAL ESTATE

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By:

Dated: __, 2025

DEFENDANT NEXTHOME, INC.

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By:

Dated: __, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

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By:

Dated: __, 2025

DEFENDANT SHOREWEST REALTORS, INC.

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By: Joseph Horning President

Dated: 10-10, 2025

DEFENDANT SIDE, INC.

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By:

Dated: __, 2025

DEFENDANT ENGEL & VÖLKERS AMERICAS, INC.

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By:

Dated: __, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiffs,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	)	

Appendix A - Opt-In Agreement

This Opt-In Agreement is made and entered into by and between Plaintiffs, both individually and on behalf of the Settlement Class, and ______________________ ("Opt-In Settlor") as of the last signature date below.

A. Recitals

WHEREAS, Plaintiffs have entered into a Class Settlement Agreement with the Settling Defendants to resolve certain claims stemming from Plaintiffs' allegations that the Settling Defendants participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws;

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation into the facts and the law regarding Opt-In Settlor's alleged participation in the alleged conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act, state antitrust laws, and state consumer protection laws, and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate and in the best interest of Plaintiffs and the other Settlement Class Members;

WHEREAS, Opt-In Settlor denies Plaintiffs' allegations and any charges of wrongdoing or liability of any kind but nevertheless has decided to enter into this Opt-In Agreement to avoid the expense, inconvenience, and the distraction of burdensome and protracted litigation, to obtain the nationwide releases, orders, and judgment contemplated by the Class Settlement Agreement and this Opt-In Agreement, and to put to rest with finality all claims and allegations that Plaintiffs and Settlement Class Members have or could have asserted against Opt-In Settlor; and

WHEREAS, Opt-In Settlor has agreed, in addition to providing the monetary compensation set forth below, to implement certain practice changes, each as set forth in this Opt-In Agreement.

NOW, THEREFORE, in consideration of the agreements and releases set forth herein and other good and valuable consideration, and intending to be legally bound, it is agreed by and between Plaintiffs, individually and on behalf of the Settlement Class, and Opt-In Settlor that certain actual or potential claims be settled, compromised, and dismissed with prejudice as to Opt-In Settlor and, except as hereinafter provided, without costs as to Plaintiffs, the Settlement Class, or Opt-In Settlor, subject to the approval of the Court, on the following terms and conditions:

B. <u>Definitions</u>

Plaintiffs and Opt-In Settlor agree that the capitalized terms used in this Opt-In Agreement shall be defined and interpreted in accordance with the definitions set forth in the Class Settlement Agreement unless otherwise specified herein. The following terms, as used in this Opt-In Agreement only, have the following meanings:

1. "Effective" means that all conditions set forth below in the definition of "Effective Date" have occurred.

2. "Effective Date" means the date when both of the following conditions have occurred: (a) the Court has entered a final judgment and order approving the Class Settlement Agreement and this Opt-In Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Litigation with prejudice; and (b) the time for appeal or to seek permission to appeal from the Court's approval of the Class Settlement Agreement and this Opt-In Agreement and the entry of a final judgment has expired or, if appealed, approval of the Class Settlement Agreement and this Opt-In Agreement and the final judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance is no longer subject to further appeal or review. It is agreed that neither the provisions of Federal Rule of Civil Procedure 60 nor the All Writs Act, 28 U.S.C. § 1651, shall be considered in determining the above-stated times.

3. "Released Claims" means any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

4. "Released Parties" means Opt-In Settlor and all of its respective past, present, and future direct and indirect parents (including holding companies), subsidiaries, related entities and affiliates, associates (all as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), predecessors, and successors, and all of their respective franchisees, sub-franchisors, licensees, officers, directors, managing directors, shareholders, members, managers,

employees, agents, contractors, independent contractors, attorneys, legal or other representatives, accountants, auditors, experts, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, and assigns, and all of their franchisees' and sub-franchisors' and licensees' officers, directors, shareholders, members, managers, managing directors, employees, agents, and independent contractors. This Opt-In Agreement shall not result in the release of any claims against any other party or non-party not specifically listed herein.

5. "Releasing Parties" means Plaintiffs and any Settlement Class Members, including any of their immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates, acting in their capacity as such; and for entities including any of their past, present or future officers, directors, members, shareholders, managers, insurers, general or limited partners, divisions, stockholders, agents, attorneys, employees, legal representatives, trustees, parents, associates, affiliates, joint ventures, subsidiaries, heirs, executors, administrators, predecessors, successors and assigns, acting in their capacity as such solely with respect to the claims based on or derived from claims of the Plaintiffs or the Settlement Class Members.

6. "Settlement" means the settlement of the Released Claims against Opt-In Settlor as contemplated by the Class Settlement Agreement and this Opt-In Agreement.

7. "Settlement Class" means the class of persons that will be certified by the Court for Settlement purposes defined in Paragraph 15 of the Class Settlement Agreement. The Settlement Class shall not include individuals who have separately released the Released Claims against Opt-In Settlor in a court approved class settlement in Burnett, Gibson or Keel, but only as to Opt-In Settlor.

8. [OPTION 3 ONLY: "Total Transaction Volume" means the aggregate value of all residential home sales and purchases in which the Opt-In Settlor and its direct and indirect parents

(including holding companies), subsidiaries, affiliates, associates (all as defined in SEC rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934), and any of their franchisees represented in a real estate brokerage capacity either the buyer, the seller, or both. For any transactions in which a real estate broker represented both the buyer and the seller, that transaction shall be counted twice for purposes of calculating the "Total Transaction Volume."]

9. "Opt-In Settlor Monetary Amount" shall be $__________________.

C. Operation of the Settlement

10. Plaintiffs and Opt-In Settlor agree that, as a condition precedent for this Opt-In Agreement to become effective, Opt-In Settlor must deliver to Settlement Class Counsel within 180 days after the entry of an order granting preliminary approval to the Class Settlement Agreement both of the following: (i) an executed version of this Opt-In Agreement, and (ii) a confirmation in writing that Opt-In Settlor has selected either "Option 1," "Option 2," or "Option 3" as defined in Section G of the Class Settlement Agreement. In the event that Opt-In Settlor selects Option 3, Opt-In Settlor must also deliver to Settlement Class Counsel a declaration sworn pursuant 28 U.S.C. § 1746 by a competent officer of Opt-In Settlor accurately attesting to the Opt-In Settlor's Total Transaction Volume for each of the most recent four calendar years.

11. As a condition for being a Released Party, Opt-In Settlor agrees to be bound by this Opt-In Agreement, including the practice changes reflected in Section G of this Opt-In Agreement.

D. Stipulation to Class Certification

12. Plaintiffs and Opt-In Settlor hereby stipulate, for purposes of the Settlement only, that the requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and 23(b)(3) are satisfied and, subject to Court approval, the Settlement Class shall be certified for settlement purposes. The Plaintiffs and Opt-In Settlor further stipulate that if, for any reason, the Settlement is rescinded,

then the Plaintiffs' and Opt-In Settlor's stipulation to class certification as part of the Settlement shall become null and void.

13. The Class Settlement Agreement, this Opt-In Agreement, and any statement, transaction, or proceeding in connection with the negotiation, execution, or implementation of the Opt-In Agreement, shall not be construed as or deemed to be evidence of an admission or concession by Opt-In Settlor that a class should be or should have been certified for any purposes other than for purposes of the Settlement , and none of them shall be admissible in evidence for any such purpose in any proceeding.

14. Opt-In Settlor reserves all of its legal rights and defenses with respect to any claims brought by individuals who timely and validly request to be excluded from the Settlement Class.

E. <u>Approval of this Opt-In Agreement</u>

15. The Plaintiffs and Opt-In Settlor agree to make reasonable best efforts to effectuate this Opt-In Agreement in conjunction with the Settlement, including, but not limited to, seeking the Court's approval of procedures (including the giving of class notice under Federal Rules of Civil Procedure 23(c) and (e)) to secure the complete and final dismissal with prejudice of the Litigation as against the Opt-In Settlor.

16. As set forth in Paragraph 40 of the Class Settlement Agreement, no later than 35 days after the end of the Opt-In Period, Plaintiffs will submit to the Court a motion requesting that the Court preliminarily approve this Opt-In Agreement. The motion shall include a proposed form of order preliminarily approving the Opt-In Agreement and enjoining Releasing Parties from prosecuting any Released Claims in any forum until the Effective Date of the Settlement. Unless agreed otherwise, Opt-In Settlor shall not have an opportunity to review and comment on the preliminary approval motion.

17. To the extent the Court finds that this Opt-In Agreement does not meet the standard for preliminary approval, Plaintiffs and Opt-In Settlor will negotiate in good faith to attempt to modify the Opt-In Agreement to be resubmitted for approval, either directly or with the option of seeking assistance of the Special Master for Mediation, and will endeavor to resolve any issues to the satisfaction of the Court.

18. Plaintiffs and Opt-In Settlor agree to the use of the Settlement Administrator to administer the Settlement's notice and claims process. Subject to approval by the Court, the Settlement Administrator will undertake a method of providing notice to the Settlement Class Members of this Opt-In Agreement in conjunction with notice and claims administration of the Class Settlement Agreement that meets the requirements of due process and Federal Rule of Civil Procedure 23 and is substantially similar to the forms of notice provided under the Class Settlement Agreement. Settlement Class Members who file a claim to receive compensation from the Class Settlement Agreement will be deemed to also make a claim for compensation under this Opt-In Agreement unless they affirmatively state they are not claiming relief under this Opt-In Agreement.

19. To mitigate the costs of notice, Plaintiffs shall endeavor to disseminate a combined notice to the Settlement Class of the Class Settlement Agreement and this Opt-In Agreement along with any other settlements with other opt-in settlors that have been or are reached by the end of the Opt-In Period. The Notice Motion and the Notice Form shall be governed by Sections J, K, and L of the Class Settlement Agreement.

20. Opt-In Settlor agrees to cooperate with Settlement Class Counsel and the Settlement Administrator by providing contact information for Settlement Class Members, to the extent that such information is reasonably accessible [OPTION 2 ONLY: and is the type of data

provided by the Opt-In Settlor (if any) in Burnett, Gibson or Keel], within 30 days after Settlement Class Counsel files the Notice Motion.

21. Within ten (10) calendar days after the filing with the Court of this Opt-In Agreement and the accompanying motion papers seeking its preliminary approval, the Settlement Administrator shall, at Opt-In Settlor's expense, cause notice of this Opt-In Agreement to be served upon appropriate State and Federal officials as provided in the Class Action Fairness Act, 28 U.S.C. § 1715.

22. In connection with the filing of a motion seeking final approval of the Settlement, Plaintiffs shall timely seek entry of a final judgment and order as to Opt-In Settlor, the terms of which will include, at a minimum, the substance of the following provisions:

a. certifying the Settlement Class, pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of the Settlement;

b. approving finally the Class Settlement Agreement and Opt-In Agreement and their terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and directing its consummation according to its terms;

c. directing that, as to Opt-In Settlor only, the Litigation be dismissed with prejudice and, except as provided for herein, without costs;

d. reserving exclusive jurisdiction over the Settlement and this Opt-In Agreement, including the interpretation, administration, consummation, and enforcement of the Settlement, to the United State District Court for the Northern District of Illinois, Eastern Division; and,

e. determining under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing that the judgment in the Litigation as to Opt-In Settlor shall be final.

23. As of the execution date of this Opt-In Agreement, Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement and the Opt-In Agreement shall not be rescinded except in accordance with Section J. This Opt-In Agreement shall become Effective only after the occurrence of all conditions set forth above in the definition of the Effective Date.

F. Releases, Discharge, and Covenant Not to Sue

24. Upon the occurrence of the Effective Date, the Releasing Parties expressly and irrevocably waive, and fully, finally, and forever settle, discharge, and release the Released Parties from any and all manner of claims, demands, actions, suits, and causes of action, whether individual, class, representative, or otherwise in nature, for damages, restitution, disgorgement, interest, costs, expenses, attorneys' fees, fines, civil or other penalties, or other payment of money, or for injunctive, declaratory, or other equitable relief, whenever incurred, whether directly, indirectly, derivatively, or otherwise, whether known or unknown, suspected or unsuspected, in law or in equity, that any Releasing Party ever had, now has, or hereafter can, shall, or may have and that have accrued as of the date of Class Notice of the Settlement arising from or related to the Released Claims. The Released Claims include but are not limited to the antitrust and consumer protection claims brought in the Litigation, as well as any claims that share any or all of the same factual predicates as those claims, including but not limited to similar state and federal statutes and other law potentially applicable to such alleged conduct. In connection therewith, upon the Effective Date of Settlement, each of the Releasing Parties (a) shall forever be enjoined from prosecuting in any forum any Released Claims against any of the Released Parties that accrued

from the beginning of time through the date of Class Notice; and (b) agrees and covenants not to sue any of the Released Parties with respect to any Released Claims. For avoidance of doubt, this release extends to, but only to, the fullest extent permitted by law.

25. The Releasing Parties hereby expressly waive and release, solely with respect to the Released Claims, upon this Agreement becoming Effective, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which states:

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

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, including but not limited to Section 20-7-11 of the South Dakota Codified Laws, which provides that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR" or any law or principle of law of any jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above, without regard to the subsequent discovery or existence of such other, different, or additional facts. Each Releasing Party may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims, but each Releasing Party hereby expressly waives and fully, finally, and forever settles and releases, upon this Agreement becoming Effective, any known or unknown, suspected or unsuspected, contingent or non-contingent Released Claim, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

26. The Releasing Parties intend by this Opt-In Agreement to settle with and release only the Released Parties, and Plaintiffs and Opt-In Settlor do not intend this Opt-In Agreement, or any part hereof, or any other aspect of the proposed Settlement or release, to release or otherwise affect in any way any claims concerning product liability, breach of warranty, breach of contract or tort of any kind (other than a breach of contract or tort claim based on a factual predicate in the Litigation), a claim arising out of violation of the Uniform Commercial Code, or personal or bodily injury. The release does not extend to any individual claims that a Settlement Class Member may have against his or her own broker or agent based on a breach of contract, breach of fiduciary duty, malpractice, negligence or other tort claim, other than a claim that a Settlement Class Member paid an excessive commission or home price based on a factual predicate in the Litigation.

G. Practice Changes

27. As soon as practicable, and in no event later than thirty (30) days after the Effective Date, Opt-In Settlor (defined for purposes of this Paragraph to include Opt-In Settlor's present and future, direct and indirect corporate subsidiaries, related entities and affiliates, predecessors, and successors, and franchisees) will implement or maintain the following Practice Changes:

i. advise and periodically remind company-owned brokerages, franchisees (if any), and their agents that there is no requirement that they must make offers to or must accept offers of compensation from buyer brokers or other buyer representatives or that, if made, such offers must be blanket, unconditional, or unilateral;

ii. require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) disclose to prospective home sellers and buyers and state in conspicuous language that broker commissions are not set by law and are fully negotiable (a) in their listing agreement if it is not a government or MLS-specified form, (b) in their buyer representation agreement if there is one and it is not a government or MLS-specified form, and (c) in pre-closing disclosure documents if there are any and they are not government or MLS-specified forms. In the event that the listing agreement, buyer representation agreement, or pre-closing disclosure documents is a government or MLS-specified form, then the Opt-In Settlor will require that any company-owned brokerages and their agents (and recommend and encourage that any franchisees and their agents) include a disclosure with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable;

iii. prohibit all company-owned brokerages and their agents acting as buyer representatives (and recommend and encourage that any franchisees and their agents acting as buyer representatives refrain) from advertising or otherwise representing that their services are free unless they will receive no financial compensation from any source for those services;

iv. require that company owned brokerages and their agents disclose at the earliest moment possible any offer of compensation made in connection with each home marketed to prospective buyers in any format;

v. prohibit company owned brokerages and their agents (and recommend and encourage that any franchisees and their agents refrain) from utilizing any technology or taking manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client (and eliminate any internal systems or technological processes that may currently facilitate such practices);

vi. advise and periodically remind company owned brokerages and their agents of their obligation (and recommend and encourage that any franchisees and their agents) show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives provided that each such property meets the buyer's articulated purchasing priorities;

vii. for each of the above points, for company owned brokerages, franchisees, and their agents, develop training materials consistent with the above relief and eliminate any contrary training materials currently used.

28. If not automatically terminated earlier by their own terms, the obligations set forth in Paragraph 27 will sunset 5 years after the Effective Date.

29. Opt-In Settlor acknowledges that the Practice Changes set forth herein are a material component of this Opt-In Agreement and agrees to use its best efforts to implement the Practice Changes specified in this Section.

30. If any disputes arise regarding the scope of the foregoing commitments to change practices or compliance with said commitments, Plaintiffs and Opt-In Settlor shall attempt to

resolve it by agreement. If they are unable to resolve their dispute, they shall have the option to refer the dispute to the Special Master for Mediation for binding resolution.

31. Opt-In Settlor agrees to provide proof of compliance with these practice changes if requested by Settlement Class Counsel.

H. <u>The Opt-In Settlor Monetary Amount</u>

32. As consideration for the agreements and releases set forth herein, and in exchange for the full, complete, and final settlement of the claims asserted in the Litigation as provided in this Agreement, Opt-In Settlor shall deposit the Opt-In Settlor Monetary Amount into the Escrow Account as follows: [ ].

33. In no event will Opt-In Settlor's monetary liability with respect to the Settlement exceed the Opt-In Settlor Monetary Amount.

34. [OPTION 3 ONLY: Opt-In Settlor must deliver to Settlement Class Counsel a declaration sworn pursuant 28 U.S.C. § 1746 by a competent officer of Opt-In Settlor accurately attesting to the Opt-In Settlor's Total Transaction Volume for each of the most recent four calendar years.]

35. The Escrow Account and Global Settlement Fund will be administered, and funds from it dispersed and distributed, as set forth in Sections I, M, N, and P of the Class Settlement Agreement.

36. Opt-In Settlor will not have any responsibility for, or liability in connection with, the Global Settlement Fund, including, but not limited to, the investment, administration, maintenance, or distribution thereof.

37. There will be no reduction of the Opt-In Settlor Monetary Amount or the Global Settlement Fund based on any Settlement Class Members who submit requests to be excluded

from the Settlement. If the Settlement becomes Effective, no proceeds from the Settlement will revert to Opt-In Settlor regardless of the claims that are made.

38. As set forth in Section M of the Class Settlement Agreement, the distribution of the Global Settlement Fund shall be administered pursuant to the Plan of Allocation proposed by Settlement Class Counsel in their sole discretion and subject to the approval of the Court. Opt-In Settlor will have no participatory or approval rights with respect to the Plan of Allocation. It is understood and agreed by Plaintiffs and Opt-In Settlor that any proposed Plan of Allocation, including, but not limited to, any adjustments to the amount(s) of Settlement Class Members' payments, is completely independent of and is not a part of this Opt-In Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Opt-In Agreement. Plaintiffs and Opt-In Settlor shall be bound by the terms of this Opt-In Agreement irrespective of whether the Court or any other court, including on any appeal, disapproves or modifies the Plan of Allocation, and any modification or rejection of the Plan of Allocation shall not affect the validity or enforceability of this Opt-In Agreement or otherwise operate to terminate, modify, or cancel this Opt-In Agreement. Neither the Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to the allocation among Settlement Class Counsel, Plaintiffs, and/or any other person who may assert some claim thereto, of any fee and expense award that the Court may make in the Litigation.

39. Subject to the terms of the Class Settlement Agreement, and subject to Court approval, Plaintiffs may apply to the Court for an award of past, current, or future reasonable litigation costs and expenses, an award of reasonable attorneys' fees, and any service award(s) to

the class representative(s). Any such awards shall be payable solely from the Global Settlement Fund, including the Opt-In Settlor Monetary Amount, subject to Court approval.

40. The procedure for and the allowance or disallowance by the Court of the application by Settlement Class Counsel for attorneys' fees, costs and expenses, or service awards for the class representative(s) to be paid out of the Global Settlement Fund are not part of this Agreement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement, and any Order or proceeding relating to a request for attorneys' fees and reimbursement of expenses or service awards, or any appeal from any such Order, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment approving the Settlement. Except as otherwise provided herein, Opt-In Settlor nor any other Released Party under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to any payment to Settlement Class Counsel and/or Plaintiffs or any fee and expense award, or service award, in the Litigation. The Releasing Parties will look solely to the Global Settlement Fund for monetary relief and satisfaction against the Released Parties of all Released Claims and shall have no other recovery against Opt-In Settlor or the Released Parties.

41. Opt-In Settlor has no responsibility to make any filings relating to the Global Settlement Fund or to pay taxes or tax expenses with respect thereto, and has no liability or responsibility for the taxes or expenses incurred in connection with taxation matters.

J. <u>Rescission</u>

42. This Opt-In Agreement will be deemed rescinded 30 days after an Order from the Court declining to certify the Settlement Class as defined in the Class Settlement Agreement and this Opt-In Agreement, declining to grant preliminary or final approval of the Settlement or this

Opt-In Agreement in all material respects, or materially modifying or setting aside this Opt-In Agreement or any judgment approving this Settlement in any material respects on appeal, unless Plaintiffs and Opt-In Settlor agree in writing that the Opt-In Agreement shall continue within twenty-nine (29) days of the order.

43. A modification or reversal on appeal of any amount of the Global Settlement Fund that the Court authorizes to be used to pay Plaintiffs' fees or litigation expenses or service awards shall not be deemed a modification of all or a part of the terms of this Opt-In Agreement or the final judgment and order.

44. If the Class Settlement Agreement is rescinded pursuant to Section P of the Class Settlement Agreement, then Settlement Class Counsel shall provide Opt-In Settlor notice of the rescission and this Opt-In Agreement shall also be rescinded unless Plaintiffs and Opt-In Settlor agree in writing within ten (10) days of the event triggering rescission that this Opt-In Agreement shall continue.

45. If this Opt-In Agreement is rescinded, Plaintiffs and Opt-In Settlor agree that pending deadlines applicable to Opt-In Settlor in the Litigation (if any) that were mooted by the execution of this Opt-In Agreement shall be reset, and no Party shall contend that filing or renewal of any motions or pleadings were rendered untimely or were waived by operation of this Opt-In Agreement.

46. If this Opt-In Agreement is rescinded, Opt-In Settlor will no longer be a Released Party, it will not be bound by this Opt-In Agreement, and the Settlement Administrator shall return Opt-In Settlor's Balance (defined below) to Opt-In Settlor from the Escrow Account within thirty (30) days of the rescission (the "Recission Date"). Opt-In Settlor's Balance is equal to the Opt-In Settlor's Monetary Amount paid into the Escrow Account as of the Recission Date, less the Opt-

In Settlor's Share (defined below) of permitted expenses paid from or incurred against the Global Settlement Fund as of the Recission Date, plus the Opt-In Settlor's Share of interest paid into or accrued in the Global Settlement Fund as of the date of the Recission Date. The Opt-In Settlor's Share is equal to the amount of the Opt-In Settlor Monetary Amount paid into the Global Settlement Fund as of the Recission Date divided by the total of all Settling Defendants' and opt-in settlors' Monetary Amounts paid into the Escrow Account as of the Recission Date.

47. Opt-In Settlor does not waive, and hereby expressly reserves, all of its legal rights and defenses, including, but not limited to, any defenses relating to the lack of personal jurisdiction, in the event of the rescission of this Agreement.

48. Opt-In Settlor warrants and represents that it is not "insolvent" within the meaning of applicable bankruptcy laws as of the time this Opt-In Agreement is executed. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Opt-In Settlor's Monetary Amount, or any portion thereof, by or on behalf of Opt-In Settlor to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Escrow Account by or on behalf of Opt-In Settlor, then, at the election of Class Counsel, this Opt-In Agreement may be terminated and the releases given and the judgment entered as to Opt-In Settlor pursuant to the Settlement shall be null and void.

K. Miscellaneous

49. This Opt-In Agreement and any actions taken to carry out the Settlement are not intended to be, nor shall they be deemed or construed to be, an admission or concession of liability or of the truth or validity of any claim or allegation, defense, or point of fact or law on the part of

any party. Opt-In Settlor denies the material allegations in the Litigation. This Opt-In Agreement, the fact of the Settlement, any approval proceedings, the negotiations as to the Settlement and this Opt-In Agreement, and any related documents, shall not be used as an admission of any fault or omission by Opt-In Settlor, or be offered in evidence as an admission, concession, presumption, or inference of any wrongdoing by Opt-In Settlor in any proceeding.

50. Any disputes between Plaintiffs and Opt-In Settlor concerning this Opt-In Agreement shall, if they cannot be resolved, be presented to the Special Master for Mediation for assistance in mediating a resolution.

51. The provisions of this Opt-In Agreement shall, where possible, be interpreted in a manner to sustain their legality and enforceability.

52. Any disputes relating to this Opt-In Agreement will be governed by Illinois law without regard to conflicts of law provisions.

53. The Court shall retain jurisdiction over the interpretation, approval, implementation, and enforcement of the Class Settlement Agreement, the Settlement, and this Opt-In Agreement, but will not use that stipulation or Opt-In Settlor's agreement to be governed by Illinois law as grounds for personal jurisdiction over an Opt-In Settlor in any litigation unrelated to the interpretation, approval, implementation, or enforcement of this Opt-In Agreement, including, but not limited to, litigation of claims or potential claims against Opt-In Settlor in the event that the Class Settlement Agreement and/or this Opt-In Agreement is rescinded. For the avoidance of doubt, Opt-In Settlor does not waive but rather reserves all defenses and rights, including, but not limited to, those concerning personal jurisdiction and failure to state a claim.

54. The Class Settlement Agreement (including the Exhibits and Appendices attached thereto) and this Opt-In Agreement constitute the entire agreement among Plaintiffs and Opt-In

Settlor pertaining to the Settlement and resolution of any claims or potential claims against Opt-In Settlor. This Opt-In Agreement may be modified or amended only by a writing executed by Plaintiffs and Opt-In Settlor.

55. Opt-In Settlor acknowledges that it has been and is being fully advised by competent legal counsel of Opt-In Settlor's own choice and fully understands the terms and conditions of the Class Settlement Agreement and this Opt-In Agreement, and the meaning and import thereof, and that Opt-In Settlor's execution of this Opt-In Agreement is with the advice of such Opt-In Settlor's counsel and of Opt-In Settlor's own free will. Opt-In Settlor submits to the exclusive jurisdiction of the Court for the purposes of interpreting and enforcing the terms of this Opt-In Agreement, including but not limited to, the practice changes contained therein. Plaintiffs and Opt-In Settlor each represents and warrants that it has sufficient information to reach an informed decision and has, independently and without relying upon other parties, and based on such information as it has deemed appropriate, made its own decision to enter into this Opt-In Agreement and was not fraudulently or otherwise wrongfully induced to enter into this Opt-In Agreement.

56. Each of the undersigned attorneys represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Opt-In Agreement.

FOR PLAINTIFFS & SETTLEMENT CLASS COUNSEL

____
By:

Dated: __, 2025

FOR _________________________

____

By:

Dated: __, 2025

Exhibit B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	
Plaintiffs,	)	No. 1:24-cv-00150
v.	)	Hon. Lindsay C. Jenkins
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	
Defendants.	)	

SILVERCREEK REALTY ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Silvercreek Realty Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 13th day of October, 2025 by and between Plaintiffs and Defendant Silvercreek Realty Group LLC ("Silvercreek").

1. Preamble.

WHEREAS, Plaintiffs and Silvercreek are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Silvercreek will agree to enter into an addendum to address additional terms that are unique to Silvercreek;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section B of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and Silvercreek agree to supplement the Agreement as follows:

2. Silvercreek Monetary Amount.

2.1. The Silvercreek Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted].

2.2. Pursuant to Paragraph 42 of the Agreement, Silvercreek shall pay the Silvercreek Monetary Amount in one lump sum no later than 10 days after the Settlement's "Effective Date" as defined in Paragraph 4 of the Agreement.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DEFENDANT SILVERCREEK REALTY GROUP LLC

Jack R. Brennig

By:

Dated: Oct. 13, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	)	

SIDE ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Side Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025 by and between Plaintiffs and Side, Inc. ("Side").

1. Preamble.

WHEREAS, Plaintiffs and Side are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Side will agree to enter into an addendum to address additional terms that are unique to Side;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and Side agree to supplement the Agreement as follows:

2. Side Monetary Amount.

2.1. The Side Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, Side shall pay the Side Monetary Amount in one lump sum within 30 days of the Effective Date.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DEFENDANT SIDE, INC.

J. Matthew Goodin

By: Counsel for Side, Inc.

Dated: October 10, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendants.	)	

SHOREWEST REALTORS, INC. ADDENDUM TO
CLASS SETTLEMENT AGREEMENT

This Shorewest Realtors, Inc. Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025 by and between Plaintiffs and Shorewest Realtors, Inc. ("Shorewest").

1. Preamble.

WHEREAS, Plaintiffs and Shorewest are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Shorewest will agree to enter into an addendum to address additional terms that are unique to Shorewest;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and Shorewest agree to supplement the Agreement as follows:

2. Shorewest Monetary Amount.

2.1. The Shorewest Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, Shorewest shall pay the Shorewest Monetary Amount in one lump sum no later than 30 days after the Effective Date (as that term is defined in Paragraph 4 of the Agreement).

The undersigned attorneys represent that they are fully authorized to enter into the terms and conditions of, and to execute, this Addendum.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DEFENDANT SHOREWEST REALTORS, INC.

By: Joseph Horning President

Dated: 10/10/2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356
Defendants.	)	No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

REAL ESTATE ONE, INC. ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Real Estate One, Inc. Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025 by and between Plaintiffs and Real Estate One, Inc.

1. Preamble.

WHEREAS, Plaintiffs and Real Estate One, Inc. are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Real Estate One, Inc. will agree to enter into an addendum to address additional terms that are unique to Real Estate One, Inc.;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

Confidential

NOW, THEREFORE, Plaintiffs and Real Estate One, Inc. agree to supplement the Agreement as follows:

2. Real Estate One, Inc. Monetary Amount.

2.1. The Real Estate One, Inc. Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, Real Estate One, Inc. shall pay the Real Estate One, Inc. Monetary Amount within 30 after the filing of Plaintiffs' Notice Motion.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: 2025 October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DYKEMA GOSSETT PLLC
ON BEHALF OF DEFENDANT REAL ESTATE ONE, INC.

Howard B. Iwrey

By: Howard B. Iwrey

Dated: October 10, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356
Defendant.	)	No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

REALTY EXECUTIVES INTL. SVCS. LLC

ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Realty Executives Intl. Svcs. LLC Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 13th day of October, 2025 by and between Plaintiffs and Realty Executives Intl. Svcs. LLC ("Realty Executives").

1. Preamble.

WHEREAS, Plaintiffs and Realty Executives are Parties to the Agreement executed on October 25, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Realty Executives will agree to enter into an addendum to address additional terms that are unique to Realty Executives;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and Realty Executives agree to supplement the Agreement as follows:

2. Realty Executives Monetary Amount.

2.1. The Realty Executives Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, Realty Executives shall pay the Realty Executives Monetary Amount in one lump sum no later than 30 days after final approval of the Settlement Agreement.

3. Realty Executives Practice Changes

3.1. With respect to Realty Executives, Paragraph 78 of the Agreement is deleted in its entirety, and replaced with the following language:

As soon as practicable, and in no event later than thirty (30) calendar days after the Effective Date, Realty Executives (defined for purposes of this Paragraph to include present and future direct corporate subsidiaries, predecessors, and successors of Realty Executives) will implement, or to the extent already implemented, will maintain the following Practice Changes:

i. Will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to make offers to or accept offers of compensation from buyer brokers or other buyer representatives;

ii. Will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to disclose to prospective home sellers and buyers that broker commissions are set by law or otherwise not fully negotiable in any document that is not a government or MLS-specified form;

iii. Will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to advertise or otherwise represent that their services are free;

iv. Will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to conceal or prohibit disclosure of any offer of compensation made in connection with each home marketed to prospective buyers in any format;

v. Will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to utilize any technology or take manual actions to filter out or restrict listings that are searchable by and displayed to consumers based on the level of compensation offered to any cooperating broker, unless directed to do so by the client;

vi. Will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to represent to buyers that there is no obligation to show properties regardless of the existence or amount of compensation offered to buyer brokers or other buyer representatives, provided that each such property meets the buyer's articulated purchasing priorities;

vii. for each of the above points, will not require, recommend, or encourage company-owned brokerages (if any), franchisees, or their agents to develop or utilize any training materials that are inconsistent with the above relief.

4. Definitions

4.1. With respect to Realty Executives, the definition of "Released Parties" in Paragraph 11 of the Agreement shall also include the following: sub-franchisees, regional developers, territory releasors, and brokers.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DEFENDANT REALTY EXECUTIVES INTL. SVCS. LLC

By: Patrick van den Bossche, President

Dated: **October 13, 2025**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	)	

NEXTHOME'S ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Addendum to the Class Settlement Agreement ("Agreement") in the above-captioned actions is made and entered into this 10th day of October, 2025 by and between Plaintiffs and Defendant NextHome, Inc. ("NextHome").

1. Preamble.

WHEREAS, Plaintiffs and NextHome are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and NextHome will agree to enter into an addendum to address additional terms that are unique to NextHome;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, as supplemented and modified by this Addendum;

NOW, THEREFORE, Plaintiffs and NextHome agree to supplement the Agreement as follows:

2. NextHome Monetary Amount.

2.1. The NextHome Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be a total of [redacted] on the schedule provided in paragraph 2.2 below.

2.2. Pursuant to Paragraph 42 of the Agreement and subject to the other terms of the Agreement, NextHome shall pay the NextHome Monetary Amount in three equal installments, with the first installment due 30 days after the court grants final approval to the settlement, the second installment due no later than one year after payment of the first installment, and the final installment due no later than one year after payment of the second installment.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DEFENDANT NEXTHOME, INC.

David H. Bamberger

By: David H. Bamberger

DLA Piper LLP, (US)

500 Eighth Street, N.W.
Washington, D.C. 20004

Counsel for Defendant NextHome, Inc.

Dated: October 10, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356
Defendant.	)	No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

EQUITY REALTORS ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Equity Realtors Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025 by and between Plaintiffs and Equity Realtors, L.L.C. d/b/a Equity Real Estate ("Equity Realtors").

1. Preamble.

WHEREAS, Plaintiffs and Equity Realtors are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Equity Realtors will agree to enter into an addendum to address additional terms that are unique to Equity Realtors;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and Equity Realtors agree to supplement the Agreement as follows:

2. Equity Realtors Monetary Amount.

2.1. The Equity Realtors Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, Equity Realtors shall pay the Equity Realtors Monetary Amount in three equal installments, with the first installment due within 10 business days after the Court grants Plaintiffs' Notice Motion; the second installment due six months after the first installment; and the third installment due within 365 days after the second installment.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

LIEBERMAN SIEBERS & WOOD for
DEFENDANT EQUITY REALTORS, LLC, dba EQUITY REAL ESTATE

By: T Carter Maudsley

Dated: October 12, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	)	

E&V ENTITIES ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This E&V Entities Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025, by and between Plaintiffs and Engel & Völkers Americas, Inc. and Engel & Völkers GmbH (together, the "E&V Entities").

1. Preamble.

WHEREAS, Plaintiffs and the E&V Entities are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and the E&V Entities will agree to enter into an addendum to address additional terms that are unique to the E&V Entities;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and the E&V Entities agree to supplement the Agreement as follows:

1. E&V Entities Monetary Amount.

1.1. The E&V Entities Monetary Amount, as referenced in Paragraph 19 of the [redacted]

1.2. Pursuant to Paragraph 42 of the Agreement, the E&V Entities shall pay the E&V Entities Monetary Amount in four installments as follows: [redacted] with the first installment due 30 days after the Court's entry of an order authorizing the dissemination of notice to the class. The second installment shall be due within one year after the first installment; the third installment shall be due within one year after the second installment; and the fourth installment shall be due within one year after the third installment.

2. Miscellaneous.

2.1. The Parties agree that contact information solely in the possession of the E&V Entities' franchisees and/or sub-franchisees is not "reasonably accessible" to the E&V Entities within the meaning of Paragraph 53 of the Agreement, and the E&V Entities have no obligation to request or obtain information from franchisees and/or sub-franchisees unless ordered by the Court.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske
By: Paul Geske

Dated: October 13, 2025

DEFENSE COUNSEL ON BEHALF OF DEFENDANTS ENGEL & VÖLKERS AMERICAS, INC. AND ENGEL & VÖLKERS GMBH

PILLSBURY WINTHROP SHAW PITTMAN LLP

Michael L. Sibarium
By: Michael L. Sibarium

Dated: October 12, 2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals, *Plaintiffs*, v. AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company, *Defendants*.	)	No. 1:24-cv-00150 Hon. Lindsay C. Jenkins Related with: No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

AT WORLD PROPERTIES LLC ADDENDUM
TO CLASS SETTLEMENT AGREEMENT

This At World Properties LLC Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 10th day of October, 2025 by and between Plaintiffs and At World Properties, LLC ("@properties").

1. Preamble.

WHEREAS, Plaintiffs and @properties are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and @properties will agree to enter into an addendum to address additional terms that are unique to @properties;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and @properties agree to supplement the Agreement as follows:

2. @properties Monetary Amount.

2.1. The @properties Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, @properties shall pay the @properties Monetary Amount in one lump sum no later than 30 days after the preliminary approval order is entered.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

DEFENDANT AT WORLD PROPERTIES, LLC

Branden Lopez

By:

Dated: 10/13/2025

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals, *Plaintiff*, v. AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company, *Defendant*.	)	No. 1:24-cv-00150 Hon. Lindsay C. Jenkins Related with: No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

BAIRD & WARNER, INC. ADDENDUM TO CLASS SETTLEMENT AGREEMENT

This Baird & Warner, Inc. Addendum (herein, the "Addendum") to the Class Settlement Agreement ("Agreement") is made and entered into this 13th day of October, 2025 by and between Plaintiffs and Baird & Warner, Inc. ("Baird & Warner").

1. Preamble.

WHEREAS, Plaintiffs and Baird & Warner are Parties to the Agreement executed on October 10, 2025;

WHEREAS, the Agreement contemplates that Plaintiffs and Baird & Warner will agree to enter into an addendum to address additional terms that are unique to Baird & Warner;

WHEREAS, unless stated otherwise herein, capitalized terms shall be defined and interpreted in accordance with the definitions enumerated in Section A of the Agreement;

WHEREAS, the terms of the Agreement remain in full force and effect, except as supplemented or modified by this Addendum;

NOW, THEREFORE, Plaintiffs and Baird & Warner agree to supplement the Agreement as follows:

2. Baird & Warner Monetary Amount.

2.1. The Baird & Warner Monetary Amount, as referenced in Paragraph 19 of the Agreement, shall be [redacted]

2.2. Pursuant to Paragraph 42 of the Agreement, Baird & Warner shall pay the Baird & Warner Monetary Amount in three (3) installments as follows: Within thirty (30) days of preliminary approval of the Settlement, Baird & Warner will deposit 5% of the Baird & Warner Monetary Amount into the Global Settlement Fund. Within thirty (30) days of the filing of Plaintiffs' Notice Motion as defined in Paragraph 51 of the Master Agreement, Baird & Warner will deposit another 5% of the Baird & Warner Monetary Amount into the Global Settlement Fund. Within 30 days of the Effective Date, Baird & Warner will deposit the remainder of the Baird & Warner Monetary Amount into the Global Settlement Fund, but in no event shall this final remainder payment be due prior to April 1, 2027. To the extent that any of the foregoing dates fall on a weekend or federal holiday, the respective payment shall be due on the next business day.

CO-LEAD COUNSEL ON BEHALF OF PLAINTIFFS:

FREED KANNER LONDON & MILLEN LLC

Jonathan M. Jagher

By: Jonathan M. Jagher

Dated: October 13, 2025

MCGUIRE LAW, P.C.

Paul Geske

By: Paul Geske

Dated: October 13, 2025

REED SMITH LLP, COUNSEL FOR DEFENDANT BAIRD & WARNER, INC.

Michelle A. Mantine

By: Partner, Reed Smith LLP
on behalf of Defendant Baird & Warner, Inc.

Dated: October 13, 2025

Exhibit C

[Filed Under Seal]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals, *Plaintiff*, v. AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company, *Defendant*.	No. 1:24-cv-00150 Hon. Lindsay C. Jenkins Related with: No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

DECLARATION OF JUDGE JAMES F. HOLDERMAN (RET.)

I, Judge James F. Holderman (Ret.), hereby aver pursuant to 28 U.S.C. § 1746 as follows:

1. I am fully competent to make this Declaration, I have personal knowledge of all matters set forth herein unless stated otherwise, and I would testify to all such matters if called as a witness.

2. I have been asked to provide this Declaration in support of my appointment as Special Master for Mediation as part of the proposed class settlement in the above-captioned matter.

3. I served as a United States District Court Judge of the Northern District of Illinois for 30 years and was the chief judge of the District from July 1, 2006 through June 30, 2013. I retired from the bench on June 1, 2015.

4. While on the bench, I presided over numerous class actions and the approval of settlements in class action lawsuits. Such cases, and their final approval dates, include the

following: *In re Capital One Tel. Consumer Prof Act (TCPA) Litig.,* MDL No. 2416 (N.D. Ill. Feb. 12, 2015); *Wilkins v. HSBC Bank Nev.,* No. 14 C 190, (N.D. Ill. Feb. 27, 2015); *Mittelman v. Ki/rea et al.,* No. 02 C 0270, (N.D. Ill. Dec. 28, 2004).

5. After my retirement from the bench, I began serving as a mediator and arbitrator with the alternative dispute resolution company, JAMS, which has offices located at 71 S. Wacker Drive in Chicago, Illinois. Over the course of more than 10 years at JAMS, I have successfully mediated numerous class actions to settlement, including antitrust cases.

6. I understand that the Parties in the above-captioned action have submitted for this Court's approval a proposed class action settlement. The Settlement is the result of lengthy settlement negotiations and multiple mediations, including several mediations before me.

7. In April 2024, I was retained as the mediator in connection with settlement negotiations between the parties in the case captioned *Tuccori v. At World Properties, LLC*, 1:24-cv-00150 (N.D. Ill.). The parties and counsel in *Tuccori* attended a full-day, in-person mediation at the JAMS offices in Chicago on May 21, 2025. At the conclusion of that mediation, Plaintiff Tuccori and Defendant At World Properties, LLC reached an agreement in principle as to a framework for a class settlement.

8. Following the mediation in *Tuccori*, I was retained to conduct mediations in several other cases that also involved claims that real estate companies and brokerages allegedly participated in a conspiracy to raise, fix, maintain, or stabilize real estate broker commissions in violation of Section 1 of the Sherman Act and certain state laws. These cases and mediations include:

- A mediation between the parties in *Maslanka v. Baird & Warner, Inc.*, No. 1:24-cv-02399 (N.D. Ill.) that took place on August 1, 2024;

- A mediation between Plaintiffs and Defendant NextHome, Inc. on February 11, 2025 in connection with the case captioned *Lopez v. NextHome, Inc. et al.*, 24-cv-11735 (N.D. Ill.);
- A mediation between Plaintiffs and Defendant Shorewest, Inc. on March 6, 2025 in connection with the case captioned *Lopez v. NextHome, Inc. et al.*, 24-cv-11735 (N.D. Ill.);
- A mediation between Plaintiffs and Defendant Side, Inc. on August 21, 2025 in connection with the case captioned *Lopez v. Jennifer Ames Chicago, Inc.*, 1:25-cv-04207 (N.D. Ill.);
- A mediation between Plaintiffs and Defendants The Keyes Company and Illustrated Properties, LLC on August 27, 2025 in connection with the case captioned *Lopez v. Jennifer Ames Chicago, Inc.*, 1:25-cv-04207 (N.D. Ill.);
- A mediation between Plaintiffs and Defendant Vanguard Properties, Inc. on September 25, 2025 in connection with the case captioned *Cwynar v. The Real Brokerage, Inc.*, 1:25-cv-07289 (N.D. Ill.); and
- A mediation between Plaintiffs and Defendants Engel & Völkers Americas, Inc. and Engel & Völkers GmbH on September 29, 2025 in connection with the case captioned *Lopez v. Lopez v. Jennifer Ames Chicago, Inc.*, 1:25-cv-04207 (N.D. Ill.).

9. The parties to these mediations and their counsel each signed confidentiality agreements that prevent the disclosure of confidential information exchanged in connection with the mediations. However, without violating those confidentiality agreements, I can provide the following information.

10. Each of these mediations was conducted at arms-length according to my mediation

procedures. During each mediation session, counsel for each party discussed with me, while each side was in a separate room, their relative views of the law, the facts, and the risks involved in continuing to litigate. I then mediated their discussions using the shuttle diplomacy method.

11. During each mediation session, I personally witnessed that each party's counsel at all times conducted their mediated settlement negotiations in an adversarial, arm's-length, and good faith manner. At no time during any mediation (or after) did I believe that any party or their counsel was insufficiently prepared for the mediation, or that any party was negotiating from a position of inordinate strength or weakness.

12. The mediated settlement negotiations in the above cases were ongoing for months, after the conclusion of the scheduled mediation sessions, and continued to be conducted in an adversarial manner until the Settling Parties finalized the Settlement Agreement being presented to the Court for approval.

13. In each of the above cases, the Plaintiffs and the putative class were represented by multiple attorneys from McGuire Law, P.C., a Chicago-based plaintiffs' class action firm, and Freed Kanner London & Millen LLC, an antitrust and class action firm with offices in Lincolnshire, Illinois. I am familiar with both firms from having previously mediated other cases in which plaintiffs were represented by these firms. Additionally, attorneys from these firms have appeared before me in various class actions while I was on the bench. In my experience, the attorneys of both firms are highly skilled, competent, and experienced in class action litigation.

14. Similarly, each of the Settling Defendants in these cases who mediated before me were represented by experienced, well-known, and capable defense firms, many of whom have previously mediated with me on other matters and have appeared before me while I was on the bench.

15. I can confidently say that the mediation process, which resulted in the settlement of these cases, was robust and adversarial, and that the Settlement reached was the product of skilled and ethical attorneys zealously advocating for the interests of their respective clients.

16. I understand that, as part of the Settlement being presented to the Court, the Plaintiffs intend to seek my appointment as Special Master for Mediation to conduct, supervise, and oversee mediations with non-parties who may wish to negotiate opting into the Settlement. I have reviewed the Settling Parties' Settlement Agreement, and I am qualified, willing, and able to perform these duties. Further, I have no relationship to any of the Settling Parties, attorneys, litigation, or the Court that would require disqualification of a judge under 28 U.S.C. § 455.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 10, 2025 in Chicago, Illinois.

Signed by:
Judge James F. Holderman (Ret.)
87EDB38B2659449...

Judge James F. Holderman (Ret.)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of all similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356
Defendant.	)	No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

DECLARATION OF PAUL T. GESKE IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1. I, Paul T. Geske, hereby aver pursuant to 28 U.S.C. § 1746 that I am fully competent to make this Declaration, I have personal knowledge of all matters set forth herein unless stated otherwise, and I would testify to all such matters if called as a witness.

2. I am a licensed attorney and a partner at McGuire Law, P.C. I am admitted to practice in Illinois and before numerous federal courts throughout the country, including the U.S. District Court for the Northern District of Illinois and the U.S. Supreme Court.

3. Along with my colleagues Myles McGuire and Evan Meyers at McGuire Law, P.C. and my co-counsel at Freed Kanner London & Millen LLC, I am counsel of record for Plaintiff James Tuccori in the above-captioned matter as well as the named Plaintiffs in the following related cases also before this Court: *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate*

et al., No. 24-cv-9039; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (collectively, the "Related Cases").

4. This Declaration is being submitted in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement, Certification of Settlement Class, Appointment of Class Representatives and Settlement Class Counsel, and Appointment of Special Master for Mediation being filed herewith.

Qualifications & Experience

5. In my role as an attorney at McGuire Law, P.C., I have served as class counsel in numerous class action cases in state and federal courts across the country. My practice spans a wide variety of different types of litigation, including cases involving employee compensation, data security, privacy protection, consumer fraud, product liability, and product mislabeling claims. I regularly handle cases involving matters of first impression and issues of national significance, and I have developed a long track-record of success at both the trial and appellate levels. *See, e.g., Campbell-Ewald Co. v. Gomez*, 136 S. Ct. 663 (2016) (issuing a landmark decision regarding the doctrine of mootness in class actions); *Guertin v. Michigan*, 912 F.3d 907 (6th Cir. 2019) (sustaining novel claims for violation of the Due Process right to bodily integrity based on delivery of lead-contaminated drinking water during the Flint Water crisis), *reh'g en banc denied*, 924 F.3d 309 (6th Cir. 2019), *cert. denied*, *City of Flint v. Guertin*, 140 S. Ct. 933 (2020).

6. My litigation efforts have helped secure many notable class settlements, such as *Vergara v. Uber Techs., Inc.*, 15-cv-6942 (N.D. Ill.), where my colleagues and I were appointed co-lead class counsel to represent three classes asserting consumer claims against Uber, culminating in a $20 million nationwide class settlement. I have also obtained favorable class

settlements and served as class counsel in *Koziol v. Befesa Zinc US, Inc.*, No. 1:24-cv-01310 (N.D. Ill.); *Fongers v. CareerBuilder, LLC*, No. 2019-CH-12804 (Ill. Cir. Ct. Cook Cnty.); *Pearlstone v. Wal-Mart Stores, Inc.*, No. 4:17-cv-02856-HEA (E.D. Mo.); *Burdette-Miller v. Williams & Fudge, Inc.*, No. 2016-M6-000470 (Ill. Cir. Ct. Cook Cnty.); *Farag v. Kiip, Inc.*, 19 CH 01695 (Ill. Cir. Ct. Cook Cnty.); *Sheeley v. Wilson Sporting Goods, Co.*, 18-CH-04770 (Ill. Cir. Ct. Cook Cnty.); *Flahive v. Inventurus Knowledge Solutions, Inc.*, 17-CH-07570 (Ill. Cir. Ct. Cook Cnty.); *Seal v. RCN Telecom Servs., LLC*, 16-CH-07073 (Ill. Cir. Ct. Cook Cnty.), and *Valladares v. Blackboard, Inc.*, 16 CH 06482 (Ill. Cir. Ct. Cook Cnty.), among many others. I am currently serving on the Plaintiffs' Steering Committee, Law & Briefing Committee, and Consumer Class Committee of the plaintiffs' counsel leadership group appointed in *In re: Valsartan, Losartan, & Irbesartan Products Liability Litigation*, MDL No. 19-2875 (D. N.J.), a large pharmaceutical drug MDL.

7. I received my B.A. *cum laude* from the University of Illinois at Chicago in 2011 and my J.D. *magna cum laude* from the Chicago-Kent College of Law in 2015.

<u>McGuire Law, P.C.</u>

8. McGuire Law, P.C. is a law firm based in Chicago, Illinois that focuses its practice on class actions and complex litigation, representing clients in state and federal trial and appellate courts throughout the country.

9. Along with myself, the other McGuire Law, P.C. attorneys representing Plaintiffs and the putative class members regularly handle complex litigation on behalf of plaintiffs and have extensive experience in class action lawsuits similar in size and complexity to the instant case. McGuire Law, P.C. attorneys and their firms have been appointed as class counsel in

numerous class action cases.[1] For example, McGuire Law, P.C. attorneys served as class counsel

[1] *See, e.g., Gray v. Mobile Messenger Americas, Inc.* (S.D. Fla. 2008); *Gresham v. Keppler & Associates, LLC* (Sup. Ct. Los Angeles Cnty., Cal. 2008); *Sims v. Cellco Partnership* (N.D. Cal. 2009); *Van Dyke v. Media Breakaway, LLC* (S.D. Fla. 2009); *Paluzzi v. mBlox, Inc.* (Ill. Cir. Ct. Cook Cnty. 2009); *Ryan v. Snackable Media, LLC* (Ill. Cir. Ct. Cook Cnty. 2011); *Parone v. m-Qube, Inc.* (Ill. Cir. Ct. Cook Cnty. 2010); *Valdez v. Sprint Nextel Corp.* (N.D. Cal. 2010); *Lozano v. Twentieth Century Fox* (N.D. Ill. 2011); *Kramer v. Autobytel* (N.D. Cal. 2011); *Walker v. OpenMarket, Inc.* (Ill. Cir. Ct. Cook Cnty. 2011); *Schulken v. Washington Mutual Bank* (N.D. Cal. 2011); *In re Citibank HELOC Reduction Litig.* (N.D. Cal 2012); *Murray v. Bill Me Later, Inc.* (N.D. Ill. 2014); *Valladares v. Blackboard, Inc*. (Ill. Cir. Ct. Cook Cnty. 2016); *Hooker v. Sirius XM Radio, Inc.* (E.D. Va. 2017); *Flahive v. Inventurus Knowledge Solutions, Inc.* (Ill. Cir. Ct. Cook Cnty. 2017); *Serrano v. A&M (2015) LLC* (N.D. Ill. 2017); *Seal v. RCN Telecom Servs., LLC* (Ill. Cir. Ct. Cook Cnty. 2017); *Vergara v. Uber Technologies, Inc.* (N.D. Ill. 2018); *Zepeda v. International Hotels Group, Inc.* (Ill. Cir. Ct. Cook Cnty. 2018); *Kovach v. Compass Bank* (Cir. Ct. Jefferson Cnty,. Ala. 2018); *Svagdis v. Alro Steel Corp.* (Ill. Cir. Ct. Cook Cnty. 2018); *Zhirovetskiy v. Zayo Group, LLC* (Ill. Cir. Ct. Cook Cnty. 2019); *Marshall v. Life Time Fitness, Inc.* (Ill. Cir. Ct. Cook Cnty. 2019); *McGee v. LSC Communications, Inc.* (Ill. Cir. Ct. Cook Cnty. 2019); *Prather v. Wells Fargo Bank, N.A.* (N.D. Ill. 2019); *Nelson v. Nissan North America, Inc.* (M.D. Tenn. 2019); *Smith v. Pineapple Hospitality Grp.* (Ill. Cir. Ct. Cook Cnty. 2020); *Garcia v. Target Corp.* (D. Minn. 2020); *Roberts v. Superior Nut and Candy Co., Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Rafidia v. KeyMe, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Burdette-Miller v. William & Fudge, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Farag v. Kiip, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Lopez v. Multimedia Sales & Mktg., Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Prelipceanu v. Jumio Corp.* (Ill. Cir. Ct. Cook Cnty. 2020); *Williams v. Swissport USA, Inc.* (Ill. Cir. Ct. Cook Cnty. 2020); *Glynn v. eDriving, LLC* (Ill. Cir. Ct. Cook Cnty. 2020); *Pearlstone v. Costco Wholesale Corp.* (E.D. Mo. 2020); *Kusinski v. ADP, LLC* (Ill. Cir. Ct. Cook Cnty. 2021); *Draland v. Timeclock Plus, LLC* (Ill. Cir. Ct. Cook Cnty. 2021); *Harrison v. Fingercheck, LLC* (Ill. Cir. Ct. Lake Cnty. 2021); *Rogers v. CSX Intermodal Terminals, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Gonzalez v. Silva International, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Salkauskaite v. Sephora USA, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Williams v. Inpax Shipping Solutions, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Roberts v. Paramount Staffing, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Roberts v. Paychex, Inc.* (Ill. Cir. Ct. Cook Cnty. 2021); *Zanca v. Epic Games, Inc.* (Sup. Ct. Wake Cnty., N.C. 2021); *Rapai v. Hyatt Corp.*, 2017-CH-14483 (Ill. Cir Ct. Cook Cnty. 2022); *Jackson v. UKG, Inc.* (Ill. Cir. Ct. McLean Cnty. 2022); *Vo v. Luxottica of America, Inc.* (Ill. Cir. Ct. Cook Cnty. 2022); *Rogers v. Illinois Central Railroad Co.* (Ill. Cir. Ct. Cook Cnty. 2022); *Stiles v. Specialty Promotions, Inc.* (Ill. Cir. Ct. Cook Cnty. 2022); *Fongers v. CareerBuilder LLC* (Ill. Cir. Ct. Cook Cnty. 2022); *Vega v. Mid-America Taping & Reeling, Inc.* (Ill. Cir. Ct. DuPage Cnty. 2022); *Wood et al. v. FCA US LLC* (E.D. Mich. 2022); *Marzec v. Reladyne, LLC* (Ill. Cir. Ct. Cook Cnty. 2022); *Komorski v. Polmax Logistics, LLC et al.* (Ill. Cir. Ct. Cook Cnty. 2022); *Wordlaw v. Enterprise Holdings, Inc. et al.* (N.D. Ill. 2023); *McGowan v. Veriff, Inc.* (Ill. Cir. Ct. DuPage Cnty. 2023); *Davis v. Cafeteria Alternatives, Inc.* (Ill. Cir. Ct. Cook Cnty. 2023); *Mahmood v. Berbix, Inc.* (Ill. Cir. Ct. Lake Cnty. 2023); *King v. PeopleNet Corporation* (Ill. Cir. Ct. Cook Cnty. 2023); *McFarland v. SIU Physicians & Surgeons, Inc.* (Ill. Cir. Ct. Jackson Cnty. 2023); *Romero v. Mini Storage Maintenance, LLC* (Ill. Cir. Ct. Cook Cnty. 2023); *Grabowska v. The Millard Group, LLC* (Ill. Cir. Ct. Cook Cnty. 2023); *Fregoso v. American Airlines, Inc.* (Ill. Cir. Ct. Cook Cnty. 2023); *Martinez v. PowerStop, LLC* (Ill. Cir. Ct. Cook Cnty. 2024); *Lumpkins v. R&M Freight, Inc.* (Ill. Cir. Ct. Cook Cnty. 2024); *Wells v. Relish Labs, LLC* (Ill. Cir. Ct. Cook Cnty. 2024); *Coleman v. Farm King Supply, LLC*, (Ill. Cir. Ct. McDonough Cnty. 2024) *Taylor v. 815 Pallets, Inc.* (Ill. Cir. Ct. Cook Cnty. 2024); *Koziol v. Befesa Zinc US Inc.,* No. 1:24-cv-01310 (N.D. Ill. 2025); *Gomez v. Industrial Business Services, LLC* (Ill. Cir. Ct. DuPage Cnty. 2025); *Quinonez v. NEP Electronics, Inc.* (Ill. Cir. Ct. Cook Cnty. 2025); *Wilson v. Park House Nursing & Rehabilitation Center* (Ill. Cir. Ct. Cook Cnty. 2025).

in *Rogers v. BNSF Ry. Co.*, No.: 1:19-cv-03083 (N.D. Ill.), where they obtained a $228 million verdict on behalf of a certified class of more than 45,000 truck drivers in the first ever class action trial involving claims brought under the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* McGuire Law, P.C. attorneys are also often appointed as interim class counsel to lead complex class litigation on behalf of consumers against large corporations by courts around the country such as in *Wood et al. v. FCA US LLC*, 20-cv-11054 (E.D. Mich.) (automotive defect consumer class action) and *Nicholas v. Amazon, Inc.*, 2:22-cv-01616 (W.D. Wash.) (data privacy class action).

10. My colleague Evan M. Meyers is a partner at McGuire Law, P.C. Mr. Meyers has extensive experience with class action litigation and has served as class counsel in dozens of consumer class actions that have collectively recovered hundreds of millions of dollars in damages on behalf of consumers. Mr. Meyers has served as the lead or co-lead attorney in numerous class action cases pending in state and federal trial and appellate courts across the nation, including in the U.S. District Court for the Northern District of Illinois, the U.S. District Court for the Southern District of Illinois, the Circuit Court of Cook County, the Circuit Court of Lake County, the Seventh Circuit Court of Appeals, the Ninth Circuit Court of Appeals, and the U.S. Supreme Court, where he served as co-lead counsel in a case of seminal importance to class action jurisprudence nationwide. *See Campbell-Ewald Co. v. Jose Gomez*, 136 S. Ct. 663 (2016). Mr. Meyers received his B.A. from the University of Michigan and graduated from the University of Illinois College of Law in 2002.

11. My colleague Myles McGuire is the Managing Partner of McGuire Law. Mr. McGuire has been recognized as a leader in class actions by his peers and courts around the country and has been appointed class counsel in numerous state and federal class actions. Mr. McGuire

has successfully prosecuted claims on behalf of his clients in trial and appellate courts at both the state and federal levels throughout the country in cases involving consumer fraud, unfair competition, invasion of privacy, false advertising, and breach of contract, among many others. Mr. McGuire is a graduate of Marquette University and Marquette University Law School and is admitted to practice in the Illinois Supreme Court, Wisconsin Supreme Court, and the U.S. Supreme Court, where he was co-lead counsel in the *Campbell-Ewald Co. v. Gomez* matter. Prior to founding McGuire Law, P.C. in 2013, Mr. McGuire was a managing member of Edelson McGuire, LLC.

12. A copy of the McGuire Law, P.C. firm resume is attached hereto.

Class Counsel's Efforts Leading to the Settlement

13. My firm filed the above-captioned lawsuit on behalf of Plaintiff Tuccori on December 8, 2023. (Dkt. No. 1).

14. My firm and our co-counsel also brought the other cases that this Court has deemed related to the *Tuccori* action, including *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399, filed on February 22, 2024; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160, filed on March 20, 2024; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356, filed on April 25, 2024; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039, filed on September 26, 2024; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735 (*Lopez I*), filed on November 14, 2024; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207 (*Lopez II*), filed on April 17, 2025. (*See* Dkt. Nos. 43, 51).

15. Each of the Related Cases involves claims that real estate brokerages, brokerage franchisors, and other real estate companies joined a conspiracy with the National Association of REALTORS® and its members to implement and follow anticompetitive practices in the market

for real estate broker services that restrained competition nationwide and kept real estate agents' commissions artificially elevated at the expense of consumers who were forced to pay those commissions.

16. From the outset of this litigation, the attorneys and support staff of McGuire Law, P.C. understood that this litigation could require spending hundreds, if not thousands, of hours prosecuting the claims in this matter with no guarantee of success. The attorneys and staff at our firm also recognized that there was significant uncertainty surrounding how a court would resolve the legal and factual issues in this litigation given the relative complexity of antitrust claims and the extent of the alleged anticompetitive conspiracy at issue.

17. In the *Tuccori* matter, the earliest-filed case, the Parties conferred in April 2024 and, recognizing the costs and risks of litigation, determined that it was in their mutual best interests to explore whether there was any possibility of reaching a resolution. To that end, the Parties agreed to attend a private mediation before Judge James F. Holderman (Ret.) of JAMS Chicago. In advance of the mediation, the Parties exchanged information and mediation submissions to facilitate the negotiation process. The Parties attended the mediation with Judge Holderman on May 21, 2024. That mediation was productive and led to an agreement as to a potential framework for a class settlement.

18. Over the months following the mediation in *Tuccori*, I and the others at my firm organized and attended nine additional mediations with certain Defendants in the Related Cases, including:

- A mediation with Defendant Baird & Warner, Inc. on August 1, 2024 before Judge Holderman of JAMS Chicago;
- A mediation with Defendant Real Estate One, Inc. on June 13, 2024 before Tom

McNeill of Tom McNeill ADR;

- A mediation with Defendant NextHome, Inc. before Judge Holderman on February 11, 2025;
- A mediation with Defendant Shorewest, Inc. before Judge Holderman on March 6, 2025;
- A mediation with Defendant Realty Executives Intl. Svcs. LLC before the Hon. Morton Denlow (Ret.) of JAMS Chicago on July 8, 2025;
- A mediation with Defendant Side, Inc. before Judge Holderman on August 21, 2025;
- A mediation with The Keyes Company and Illustrated Properties, LLC before Judge Holderman on August 27, 2025;
- A mediation with Vanguard Properties, Inc. before Judge Holderman on September 25, 2025; and
- A mediation with Defendants Engel & Völkers Americas, Inc. and Engel & Völkers GmbH before Judge Holderman on September 29, 2025.

19. Each of these mediations was conducted at arms' length and involved the exchange of mediation submissions including briefs, position statements, and other information such as financial information bearing on the particular Defendant's ability to fund a settlement.

20. Over the many months during which these mediations occurred, I and the other attorneys at my firm engaged in ongoing discussions with the settling Defendants over the scope, contours, and terms of the settlement.

21. Once negotiations concluded, the Settling Parties and their counsel executed the final Settlement Agreement which is being submitted to the Court for approval.

22. The work that the attorneys and staff of McGuire Law, P.C. have committed to this case has been substantial. Among other things, the attorneys of McGuire Law have:

a. Evaluated the facts giving rise to the Plaintiffs' claims and potential defenses thereto and developed those claims;

b. Investigated business practices in the market for residential real estate broker services and specifically the practices concerning broker commissions;

c. Researched the law applicable to Plaintiffs' claims under the antitrust and consumer protection statutes at issue;

d. Drafted numerous pleadings, motions, and legal memoranda in the related cases;

e. Coordinated and conducted ten arm's-length mediation sessions;

f. Engaged in ongoing settlement negotiations over the settlement agreement terms involving, among other things, the class definition, the settlement administration process, the scope of the class release, and the compensation provided to putative class members;

g. Worked closely with the Settlement Administrator to develop a robust notice plan to apprise the Settlement Class Members of the Settlement;

h. Exchanged numerous draft settlement documents with the Defendants' counsel, which resulted in the execution of the finalized Settlement Agreement and related documents;

i. Prepared the final executed Settlement Agreement and related documents; and

j. Drafted and presented the filings in support of approval of the Settlement.

23. Based on my firm's investigation of the facts and claims in this litigation, together

with years of experience prosecuting other class action litigation in courts nationwide, I believe that the Settlement reached in this matter is in the best interests of the Plaintiffs and the other Settlement Class Members.

24. I, along with the other attorneys at my firm, have concluded that the relief provided under the Settlement is fair, reasonable, and adequate in light of the risks of further litigation. Pursuant to the Settlement, the initial group of Settling Defendants have committed to pay a total of $3,202,000.00 into the Global Settlement Fund if the Settlement is finally approved. Further, under the Settlement's Opt-In framework, the Global Settlement has the potential to grow substantially over time, which would translate into higher payments to the Settlement Class Members and deliver significant value. My firm has already secured agreements in principle with other Defendants to opt in to the Settlement following preliminary approval.

25. While I believe that the Plaintiffs' claims could and would succeed on the merits at trial, I recognize the substantial risks that continued litigation imposes on the Plaintiffs and the putative class members, particularly in light of the complexity of this litigation, the numerous parties involved, the uncertainty inherent in litigation, and the financial condition of many of the Defendants. Further, given that the Defendants have denied the existence of an unlawful conspiracy and demonstrated a willingness to litigate the claims against them, the Settlement achieved here is an excellent result for the Settlement Class Members.

26. The attorneys at McGuire Law, P.C. have diligently prosecuted the claims in this matter and dedicated substantial time and resources to this litigation. We will continue to dedicate the time and resources necessary to effectuate the Settlement and to advocate on behalf of the Settlement Class Members through final approval.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 13, 2025 in Chicago, Illinois.

/s/ Paul T. Geske
Paul T. Geske, Esq.

MCGUIRE LAW, P.C. FIRM RESUME

MCGUIRE LAW, P.C. is a plaintiffs' class action and commercial litigation firm in Chicago, Illinois.

Our attorneys have been recognized as leaders in these fields by state attorneys general, legislatures, national media groups, the courts, and our peers. We have served as lead counsel in many high-profile class action lawsuits, including recently at the U.S. Supreme Court in *Campbell- Ewald v. Gomez* 136 S. Ct. 663 (2016), the mobile content class actions against major cellular telephone carriers and their subcontractors, auto manufacturers, the home equity credit reduction cases against major banks and other financial institutions, and numerous biometric privacy cases, including the first ever biometric privacy settlement involving workers, among many others. We have been asked to submit testimony to Members of Congress on issues related to class actions and have repeatedly worked with federal and state regulatory agencies involving matters at issue in our cases. Our attorneys have developed a strong reputation as capable, experienced litigators, and they are frequently invited to appear on local and national television and radio programs and to speak to the press and others about our cases and about consumer protection and class action issues more generally.

CLASS ACTION PRACTICE GROUP

MCGUIRE LAW, P.C. is a leader in plaintiffs' class and mass action litigation, with a particular emphasis on class actions involving emerging technologies and consumer privacy. As has been recognized by federal courts, attorneys at our firm have an extensive history of experience in complex class action litigation and are well-respected in the plaintiffs' class action bar.

We have several sub-groups within our plaintiffs' class practice group:

***Biometric Privacy Litigation*:** MCGUIRE LAW is a national leader in biometric privacy litigation, particularly the distinct subset of BIPA employment litigation. Since the surge in BIPA litigation in 2017, McGuire attorneys have been appointed class counsel in more finally-approved BIPA class action settlements than any other law firm in the nation and have frequently recovered more in cash compensation per class member than many other such settlements.

Representative Settlements:

- *Marshall v. Life Time Fitness, Inc.*, 17-CH-14262 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in $1,700,000 biometric privacy class action settlement.

- *Zhirovetskiy v. Zayo Group, LLC,* 17-CH-09323 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in $990,000 employee biometric privacy class action settlement.

- *Svagdis v. Alro Steel Corp.,* 17-CH-12566 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in $300,000 employee biometric privacy class action settlement.

- *McGee v. LSC Communications, Inc.,* 17-CH-12818 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in $700,000 employee biometric privacy class action settlement.

- *Zepeda v. Intercontinental Hotels Group, Inc.*, 18-CH-2140 (Ill. Cir. Ct. Cook Cnty.): Lead counsel in $500,000 employee biometric privacy class action settlement.

Technology Class Actions: McGuire attorneys have established key precedents in a variety of consumer protection statutes applied to emerging technologies, such as the Telephone Consumer Protection Act ("TCPA"), resulting in the settlement of numerous nationwide class actions involving both cellular and landline telephony, including against industry leaders such as Verizon, AT&T, and many others, and collectively worth over one hundred million dollars.

Representative Settlements:

- *McFerren v. AT&T Mobility, LLC,* No. 08-CV-151322 (Fulton County Sup. Ct., GA): Lead counsel in class action settlement involving 16 related cases against the largest wireless service provider in the nation. The "no cap" settlement fully refunded a nationwide class of consumers who alleged incurring unauthorized mobile content charges on their cell phone bills.

- *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving more than two dozen cases alleging unauthorized mobile content charges. Resulted in class settlement for $36 million.

- *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill): Lead counsel in class action alleging that defendants violated the TCPA by sending unsolicited text messages to consumers' cellular telephones. Resulted in class settlement for $16 million.

- *Gray v. Mobile Messengers America, Inc.*, No. 08-CV-61089 (S.D. Fla.): Lead counsel in case alleging unauthorized charges placed on cell phone bills. Resulted in class settlement for $12 million.

- *Parone v. m-Qube, Inc.*, No. 08 CH 15834 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action involving over two dozen cases alleging the imposition of unauthorized mobile content charges. Resulted in class settlement for $16 million.

- *Rojas v. Career Education Corporation*, No. 1:10-cv-05260 (N.D. Ill): Lead counsel in class action alleging that defendants violated the TCPA by sending unsolicited text messages to cellular telephones of consumers. Resulted in class settlement for $19,999,400.

- *Kramer v. B2Mobile, et al,* No. 0-cv-02722 (N.D. Cal.): Lead counsel in class action alleging violation of the TCPA by sending unsolicited text messages to cellular telephones of consumers. Resulted in class settlement for $12.2 million.

- *Williams, et al. v. Motricity, Inc. et al.*, Case No. 09 CH 19089 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action involving more than two dozen cases alleging the imposition of unauthorized mobile content charges. Resulted in class settlement for $10.85 million.

- *VanDyke v. Media Breakaway, LLC*, No. 08 CV 22131 (S.D. Fla.): Lead counsel in class action alleging unauthorized mobile content charges. Resulted in class settlement for $7 million.

- *Weinstein, et al. v. Airit2me, Inc.*, Case No. 06 C 0484 (N.D. Ill): Co-lead counsel in class action alleging violation of federal law by sending unsolicited text messages to cellular telephones of consumers. Resulted in class settlement for $7 million.

- *Gresham v. Cellco Partnership*, No. BC 387729 (Los Angeles Sup. Ct.): Lead counsel in class action alleging unauthorized charges were placed on cell phone bills. Resulted in class settlement providing full refunds.

- *Duffy v. Nevis Mobile, LLC*, No. 08 CH 21376 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in certified class action against mobile content provider for unauthorized mobile content charges resulting in default judgment over
$10 million.
- *Murray v. Bill Me Later, Inc.* No. 12-cv-04789 (N.D. Ill.): Co-lead counsel in class action brought on behalf of consumers for debt

collection calls placed in violation of the TCPA. Resulted in class settlement for
$9.9 million.

- *Valladares v. Blackboard Connect, Inc*. No. 16-CH-06482 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in $7.5 million TCPA class action settlement.

- *Hooker v. Sirius XM Radio, Inc*., No. 13-cv-00003 (E.D. Va.): Co-lead counsel in $35 million TCPA class action settlement.

- *Truong v. Peak Campus Management, LLC*, No. 16-CH-09735 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in $7 million TCPA class action settlement.

- *Kovach v. Compass Bank, N.A*., No. 18-cv-09734 (Cir. Ct. Jefferson County, AL): Lead counsel in $7 million TCPA class action settlement.

- *Garcia v. Target Corporation*, No. 16-cv-09734 (D. Minn.): Co-lead counsel in $7 million TCPA class action settlement.

- *Oliver v. The Mens Wearhouse, Inc.* No. 16-cv-00110 (C.D. Cal.): Lead counsel in $2 million TCPA class action settlement.

- *Manouchehouri v. Styles For Less, Inc.,* No. 15-cv-01234 (S.D. Cal.): Co-lead counsel in $4 million TCPA class action settlement.

- *Vergara v. Uber Technologies, Inc.,* No. 15-cv-06942 (N.D. Ill.): Co-lead counsel in $20 million TCPA class action settlement.

Banking Class Actions: McGuire attorneys were at the forefront of class action litigation in the aftermath of the economic collapse in 2008 and the federal bailouts of the banks, including nationwide class actions based on claims that some of the largest national banks unlawfully suspended home equity lines of credit lines and failed to honor loan modification programs.

Representative Settlements:

- *Hamilton v. Wells Fargo Bank, N.A.*, 09-cv-04512 (N.D. Cal.): Lead Counsel in class actions challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restored access to over $1 billion in credit and provided industry leading service enhancements and injunctive relief.

- *In re JP Morgan Chase Bank Home Equity Line of Credit Litigation*, 10- cv-3647 (N.D. Ill): Court appointed interim co-lead counsel in nationwide class action alleging illegal suspensions of home equity credit lines. Resulted in a class settlement providing for the reinstatement of more than $2 billion in consumer credit.

- *Levin v. Citibank, N.A.*, C-09-0350 (N.D. Cal.): Court appointed interim co- lead counsel in nationwide class action alleging illegal suspensions of home equity credit lines. Resulted in class settlement providing hundreds of millions of dollars in consumer credit.

General Consumer Protection Class Actions: MCGUIRE LAW has successfully prosecuted class action suits against automotive manufacturers, technology companies, retail chains, and other businesses on behalf of consumers.

Representative Settlements:

- *Nelson v. Nissan North America, Inc.,* No. 17-cv-01140 (M.D. Tenn.): Lead counsel in defective paint class action settlement.

- *Farag v. Kiip, Inc.,* No. 18-CH-31842 (Cir. Ct. Cook Cnty., Ill.): Class counsel in $1 million unlawful smart phone tracking class action settlement.

- *Sheeley v. Wilson Sporting Goods, Inc.* No. 18-CH-04470 (Cir. Ct. Cook Cnty., Ill.): Class counsel in defective baseball equipment class action settlement.

Our cases regularly receive attention from local and national media, including in the Chicago Tribune, USA Today, the Wall Street Journal, the New York Times, the LA Times, by the Reuters and UPI news services, and BBC International. Our cases have appeared in numerous electronic media, including CNN, Fox News, NPR, and CBS, as well as programming outside of the United States.

GENERAL COMMERCIAL LITIGATION

Our attorneys have handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes. We have handled cases involving tens of thousands of dollars to "bet the company" cases involving billions of dollars. We have also represented non- profit corporations and handled numerous matters on a pro bono basis. Our attorneys have collectively prosecuted hundreds of class actions, as well as participated in scores of arbitrations and mediations. All of our attorneys regularly practice in state and federal trial and appellate courts.

OUR ATTORNEYS

MYLES MCGUIRE is Managing Partner of MCGUIRE LAW. He has been recognized as a leader in class actions and technology law by his peers and courts around the country.

Myles has been appointed lead counsel in numerous state and federal class actions resulting in hundreds of millions of dollars for his clients. He is regularly asked to weigh in on state and federal legislation involving his cases. An experienced litigation and appellate attorney, Myles has litigated class actions that have established precedent concerning the legality of converting cellular telephones into credit cards, the applicability of consumer protection statutes to internet businesses, and the interpretation of numerous other state and federal statutes including the Telephone Consumer Protection Act. He has successfully prosecuted numerous claims on behalf of his clients in trial and appellate courts at both the state and federal levels throughout the country involving consumer fraud, unfair competition, invasion of privacy, false advertising and breach of contract, among others.

Myles' practice includes the prosecution of nationwide and regional litigation, including multidistrict and putative class action litigation, and on appeals arising out of such litigation including in the U.S. Supreme Court where he served as lead counsel in a matter of fundamental importance for class action jurisprudence nationwide.

Myles has settled numerous class actions and has served as class counsel to many groundbreaking settlements in state and federal courts. As lead counsel, he has also secured settlements in cases of first impression involving Facebook, AT&T and Interpublic among many others, collectively worth hundreds of millions of dollars.

Myles has been asked by members of Congress to comment on proposed legislation involving the telecommunications industry and has provided testimony on related matters to state regulatory bodies including the California Public Utilities Commission (CPUC) and the Office of the Attorney General of the State of Florida, among others. He has repeatedly been recognized as an Illinois Super Lawyer.

Myles also represents clients in the technology and consumer product industries in a variety of commercial disputes, including intellectual property and employment matters. Myles also advises companies and non-profits on legal compliance and legislative issues in addition to handling many types of complex litigation.

Myles has been admitted to practice in many state and federal courts throughout the country and is a member of the bars of the Illinois Supreme Court, Wisconsin Supreme Court and U.S. Supreme Court.

Myles is a graduate of Marquette University and Marquette University Law School.

EVAN M. MEYERS is a Partner at MCGUIRE LAW. Evan is an experienced trial and appellate litigator who has handled all aspects of the litigation process – from pleadings through trial – for a broad range of complex litigation matters, including product manufacturing defects, healthcare technology, telecommunications, environmental, consumer fraud, and business torts.

Evan has extensive experience with consumer protection class action litigation, including matters involving technology; he has served as a lead attorney in scores of consumer class actions that have recovered hundreds of millions of dollars in damages for consumers across the nation; and has been appointed class counsel in over a dozen class actions involving the Telephone Consumer Protection Act.

Evan serves as proposed class counsel in dozens of BIPA class actions and has been appointed class counsel in several BIPA class action settlements, resulting in millions of dollars of relief for thousands of Illinois workers. *See, e.g.*, *Zhirovetskiy v. Zayo Group, LLC,* 17-CH-09323 (Cir. Ct. Cook Cnty., Ill.); *Svagdis v. Alro Steel Corp.,* 17-CH-12566 (Cir. Ct. Cook Cnty., Ill.); *Marshall v. Life Time Fitness, Inc*., 17-CH-14262 (Cir. Ct. Cook Cnty., Ill.); *Zepeda v. Intercontinental Hotels Group, Inc.*, 18-CH-2140 (Cir. Ct. Cook Cnty., Ill.).

Evan has led litigation against major financial institutions in the wake of the financial crash of 2008. As co-lead counsel, Evan secured settlements with Citibank, Chase and Wells Fargo, among others, restoring hundreds of millions of dollars in credit lines to consumers.

An accomplished oral advocate, Evan has successfully argued before multiple trial and appellate courts, including the Ninth Circuit Court of Appeals in the seminal class action case of *Gomez v. Campbell-Ewald Co*., 768 F.3d 871 (9th Cir. 2014), where he secured reversal of summary judgment prior to grant of a petition for writ of certiorari by the U.S. Supreme Court.

Prior to joining MCGUIRE LAW, Evan was a litigation associate at the national law firm Drinker Biddle & Reath LLP, where he represented a wide range of clients including Fortune 500 companies and municipalities. Additionally, Evan served as a judicial extern for the Hon. Wayne R. Andersen (Ret.) of the U.S. District Court for the Northern District of Illinois. Evan has been admitted to practice in numerous courts including the U.S. Supreme Court, Ninth Circuit Courtof Appeals, the Northern District of Illinois, and the Illinois Supreme Court.

Evan received his J.D., *cum laude*, from the University of Illinois College of Law and his B.A., with distinction, from the University of Michigan.

EUGENE Y. TURIN is a Partner at MCGUIRE LAW. Eugene concentrates his practice on consumer class action litigation as well as civil and commercial litigation. Eugene currently prosecutes class action litigation ongoing in federal district courts across multiple states including California, Minnesota, Indiana and Nevada as well as handling appellate work before the Ninth Circuit Court of Appeals and the Seventh Circuit Court of Appeals. Eugene has been appointed class counsel by numerous federal and state courts across the country, including by the Central District of California (*Oliver v. The Men's Wearhouse*, No. 16-cv-01100 (2019)), District of Minnesota (*Garcia v. Target Corporation*, No. 16-cv-02574 (2019)), Northern District of Illinois (*see, e.g., Zeidel v. A&M (2015) LLC*, No. 13-cv-6989 (2018)), and the Circuit Court of Cook County (*see, e.g., Valladares v. Blackboard, Inc, et al.*, No. 2016-CH-06482 (2017)).

Eugene has been admitted to practice in several courts, including the Ninth Circuit Court of Appeals, the Seventh Circuit Court of Appeals, and the Northern District of Illinois. Eugene received his J.D., *magna cum laude*, from the Loyola University School of Law, where he also received his certificate in trial advocacy and was a member of the Loyola Law Journal and the ABA National Moot Court team. Eugene received his B.A., *summa cum laude*, from Loyola University Chicago.

PAUL T. GESKE is a Partner at MCGUIRE LAW. Paul's practice consists of prosecuting consumer class action litigation in Illinois and throughout the country. In his practice, he primarily represents plaintiffs in consumer class actions and multi-state, complex litigation. He has served as class counsel on behalf of statewide and nationwide classes in a variety of matters, including cases involving emerging technology, privacy issues, consumer fraud, product liability, and product mislabeling claims.

Paul has significant federal appellate experience and routinely handles cases involving matters of first impression and issues of national significance. For example, he was a member of the litigation team that obtained a 6-3 victory before the U.S. Supreme Court in *Campbell-Ewald Co. v. Gomez*, 136 S. Ct. 663 (2016), resulting in a precedent-setting decision regarding the doctrine of mootness in class actions.

Recently, Paul successfully briefed and argued an appeal before the Sixth Circuit Court of Appeals in *Guertin et al. v. Michigan et al*., 912 F.3d 907 (6th Cir. 2019) reh'g en banc denied, 924 F.3d 309, one of the lead cases in the Flint Water Crisis litigation. *Guertin* was the first Flint Water Crisis case to successfully state a claim for violation of the substantive due process right to bodily integrity.

Paul has served as lead counsel or class counsel in numerous successful class actions, such as *Vergara et al. v. Uber Techs., Inc.*, 15-cv-6942 (N.D. Ill.), where he was appointed co-lead counsel to represent three nationwide classes asserting TCPA claims against Uber, culminating in a $20 million nationwide settlement. Paul also recently obtained favorable settlements on behalf of classes of consumers in *Sheeley v. Wilson Sporting Goods, Co.*, 18-CH-04770 (Cir. Ct. Cook Cnty., Ill.*), Flahive v. Inventurus Knowledge Solutions, Inc.*, 17-CH-07570 (Cir. Ct. Cook Cnty., Ill.), and *Valladares v. Blackboard, Inc.*, 16 CH 06482 (Cir. Ct. Cook Cnty., Ill.), among many others. He has also been appointed to the Plaintiffs Steering Committee in the defective pharmaceutical class action *In re: Valsartan Products Liability*

Litigation, MDL No. 19-2875 (D. N.J.).

Paul is an avid writer and he frequently writes articles for legal journals and publications: *Avoiding Pick-Off Moves in Class Actions*, Illinois Bar Journal (September 2017); *Class Actions Back from the Brink: The Future of Mootness and "Pick-Offs" in Class Action Litigation Following Campbell-Ewald Co. v. Gomez*, JURIST.org (March 14, 2016); O*ppress Me No More: Amending the Illinois LLC Act to Provide Additional Remedies for Oppressed Minority Members*, 90 Chi-Kent L. Rev. 185 (2015); *Seventh Circuit Holds that Bankruptcy Trustee's "Strong-Arm" Powers are Not Strong Enough for the IRS*, 10 Seventh Circuit Rev. 1 (2014).

Paul graduated *cum laude* and with distinction from the University of Illinois at Chicago, where he received his B.A. in Political Science with a minor in Economics. He received his J.D., *magna cum laude*, from the Chicago-Kent College of Law, where he was also inducted into the Order of the Coif. During law school, Paul was an executive articles editor of the Chicago-Kent Law Review, an editor for the Seventh Circuit Review, and a judicial extern to the Honorable James R. Epstein (ret.) of the Illinois Appellate Court, First District.

DAVID L. GERBIE is a Partner at MCGUIRE LAW whose practice is focused on civil, commercial, and data privacy class action litigation. David is admitted to practice in Illinois, Wisconsin, the Northern District of Illinois and the Seventh Circuit.

David represents the interests of Illinois residents and workers in dozens of BIPA class actions. David has been appointed class counsel in several BIPA class action settlements, including the first-ever BIPA settlement involving an employer's use of biometric timekeeping devices. *See Zepeda v. Intercontinental Hotels Group, Inc.*, 18-CH-2140 (Cir. Ct. Cook Cnty., Ill.). Through such cases David has been appointed to represent the interests of thousands of employees whose biometrics were obtained in violation of BIPA. *See Marshall v. Life Time Fitness, Inc*., 17-CH- 14262 (Cir. Ct. Cook Cnty., Ill.)

David continues to litigate many BIPA and data breach class actions, as well as cases involving defective products and false advertising. David has served as a guest speaker on biometric privacy on several prestigious panels, including at The Sedona Conference and at the American Bar Association.

David received his J.D. from the University of Wisconsin Law School and received his B.A. from Northern Illinois University.

WILLIAM P. KINGSTON is an Associate at MCGUIRE LAW. William concentrates his practice in consumer class action and data privacy litigation, including biometric privacy litigation. William is admitted to practice law in Illinois and before the U.S. District Court for the Northern District of Illinois. William has been appointed as class counsel in multiple BIPA class action settlements.

Prior to joining MCGUIRE LAW, William advocated for underserved populations while working in a Fair Housing Clinic in Chicago, fighting against racial and income-based discrimination in housing. In furtherance of his public interest efforts, William organized a community outreach program for union members in Chicago as a member of an affiliate of the AFL-CIO.

William received his J.D. from the John Marshall Law School and received his B.A. from Dalhousie University.

ANDREW T. HELDUT is an Associate at MCGUIRE LAW where he concentrates his practice on consumer protection matters. Andrew assists in the prosecution of several consumer class action lawsuits and is admitted to practice law in Illinois and in the Northern District of Illinois.

Prior to joining MCGUIRE LAW, Andrew served as an assistant to various aldermanic and presidential campaigns in Chicago and also interned at the office of U.S. Senator Richard J. Durbin (D-Ill.)

Andrew received his J.D. from the John Marshall Law School and his B.A. from the University of Strathclyde (U.K.) where he founded student organizations focused on achieving economic development in Africa including Ghana. Andrew is a member of American Bar Association and the Chicago Bar Association.

BRENDAN DUFFNER is an Associate at MCGUIRE LAW where he concentrates his practice on biometric privacy and consumer protection matters. Brendan assists in the prosecution of several privacy lawsuits and is admitted to practice law in Illinois and in the Northern District of Illinois.

Brendan joined MCGUIRE LAW in 2017 and has contributed to each of the firm's BIPA settlements as well as its ongoing BIPA litigation. Brendan received his J.D. from Saint Louis University School of Law, where he served a member of the Entrepreneurship and Community Development Clinic, assisting small business owners in entity formation and trademark prosecutions, later earning academic excellence in the area of Trademark and Unfair Competition.

Brendan received his B.A. in economics from the University of Wisconsin-Madison and is a member of Illinois State Bar Association and the Chicago Bar Association.

COLIN P. BUSCARINI is an Associate at MCGUIRE LAW where he concentrates his practice on consumer protection matters. Colin assists in the prosecution of several consumer class action lawsuits and is admitted to practice law in the state of Illinois.

Prior to joining MCGUIRE LAW, Colin served as a licensed mediator of the Circuit Court of Cook County and as a member of the civil litigation department of a midwestern law firm. Colin received his J.D. from UIC John Marshall Law School.

Colin received his B.A. from the University of South Dakota and is a member of Illinois State Bar Association.

JORDAN R. FRYSINGER is an Associate at MCGUIRE LAW where he concentrates his practice on consumer protection matters.

Prior to joining McGuire Law, Jordan assisted with litigation defense for firms located in New York and Massachusetts. Jordan received his J.D., *cum laude,* from Loyola University Chicago School of Law where he served as a member of Mediation and Advocacy Clinic representing multiple clients during EEOC and IDHR employment disputes.

Jordan received B.A. from the University of Idaho and is a member of the Illinois State Bar Association.

JOSEPH M. DUNKLIN is an Associate at MCGUIRE LAW where he concentrates his practice on class action and complex litigation related to data privacy and other consumer protection matters. Much of his practice is informed by professional experience in the fields of supply chain management and consumer data analytics.

Prior to joining McGuire Law, Joseph assisted with appellate matters for the Louisiana Capital Assistance Center, participated in Land of Lincoln Legal Aid's expungement summits, and interned within the United States House of Representatives.

Joseph received his J.D. from the University of Illinois College of Law, where he served as an editor of the University of Illinois Law Review. Joseph received his B.B.A. in International Business from Loyola University Chicago. Joseph is a California native and a member of the Illinois State Bar Association.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356
Defendant.	)	No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207

DECLARATION OF JONATHAN M. JAGHER IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

1. I, Jonathan M. Jagher, hereby aver pursuant to 28 U.S.C. § 1746 that I am fully competent to make this Declaration, I have personal knowledge of all matters set forth herein unless stated otherwise, and I would testify to all such matters if called as a witness.

2. I am a licensed attorney and a partner at Freed Kanner London & Millen LLC ("FKLM"), and I am admitted to practice in Illinois and before numerous federal courts throughout the country, including the U.S. District Court for the Northern District of Illinois.

3. Along with my colleagues at FKLM and my co-counsel at McGuire Law, P.C., I am counsel of record for all Plaintiffs in the above-captioned matter. This Declaration is being submitted in support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement being filed herewith.

4. In my role as an attorney at FKLM, I have served as class counsel in numerous

class action cases in state and federal courts across the country. I have been appointed as Co-Lead Counsel and to Plaintiffs' Steering and Executive Committees in antitrust and other complex litigation cases. My recent antitrust cases include, *Kent et al. v. Women's Health USA, Inc.* FST-CV21-6054676-S (Ct. Superior Court) where I was appointed as Co-Lead Counsel on behalf of women who were victims of alleged price fixing by IVF clinics leading to a settlement of $2.85 million. I was named to the Executive Committee in *Cameron et. al. v. Apple, Inc*. 4:19-cv-03074 (N.D. Cal.) and helped recover $100 million on behalf of app developers (for this role my firm and I were named as a recipient of the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement in Private Law Practice). My firm was appointed Co-Lead Counsel in *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.) (total settlements over $550 million), and I played an active leadership role throughout the 15 years of litigation.

5. Beyond my antitrust matters, I have been appointed Class Counsel and to Plaintiffs' leadership committees in numerous data privacy matters. I was appointed to and served as Co-Lead Counsel in a data privacy case against various Bumble entities that operate popular dating apps. After three years of litigation, on October 24, 2024, Judge Ronald A. Barch granted final approval of a $40 million settlement that I negotiated alongside my Co-Lead Counsel, including Evan M. Meyers of McGuire Law, P.C. (*Dzananovic and Howell v. Badoo Trading Limited and Bumble Trading LLC*, 2021-L-307 (Circ. Ct. Winnebago County, Illinois). I was appointed by Judge Allison D. Burroughs as Co-Chair of the Settlement Committee in *In re: MoveIt Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB (D. MA), litigation involving one of the largest data breaches in history involving over 100 defendants. I served as Co-Lead Counsel in *Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circ. Ct. DuPage

County, Illinois), a data privacy case resulting in a settlement valued at $8.9 million. Former Northern District of Illinois Justice John Z. Lee (currently serving on the U.S. Court of Appeals for the 7th Circuit) appointed me to serve on the Plaintiffs' Steering Committee in *In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.), a class action related to allegations of data privacy violations. In that case, I was one of the primary negotiators of a $92 million settlement, one of the largest in Illinois history. I served as one of the Settlement Class Counsel in *In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation*, 2:22-MD-3025 (S.D. OH) (settlement valued over $11 million) and was appointed to serve on the Plaintiffs' Executive Committees in *In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D. NY), a data breach resulting in a $60 million settlement and *Jones et. al. v. Lemonade Inc. et al.* 2022-LA-000308-366 (Circ. Ct. DuPage County, Illinois) (data privacy settlement of $4 million).

6. I received my B.A. *magna cum laude* from Boston University in 1998 and my J.D. from Washington University School of Law in 2001.

7. My firm, FKLM, is a nationally recognized law firm based in Lincolnshire, Illinois that focuses its practice on class actions and complex litigation, representing clients in state and federal trial and appellate courts throughout the country. FKLM specializes in antitrust and consumer protection class action litigation. A copy of the firm resume is attached hereto.

8. My colleague Matthew Ruan is a partner at FKLM and has extensive experience with antitrust class action litigation. Mr. Ruan has co-led FKLM's efforts in the prosecution of this matter and has also played a key role in procuring the settlements achieved to date. Mr. Ruan has been appointed as Co-Lead counsel in antitrust matters, including *Estuary Transit District v. Hartford HealthCare Corp. et al*., No. 24-cv-01051 (D. Conn.) and *Lambrix et al. v. Tesla, Inc*., 23-cv-01145-TLT (N.D. Cal.). Mr. Ruan received his B.A. from the University of Chicago and

J.D. from the University of Michigan.

9. My firm and I have worked cooperatively and efficiently with McGuire Law, P.C. since the inception of this litigation. For a detailed and comprehensive history of our joint efforts in securing the settlements achieved to date, I incorporate by reference the Declaration of Paul Geske (filed contemporaneously with this Declaration).

10. While Plaintiffs, McGuire Law, P.C., and FKLM believe firmly in the merits of the underlying claims, we also appreciate that—due to the uncertainty surrounding various issues in the case—there is a real possibility that one legal ruling on any one of those undecided legal issues could completely foreclose our ability to prevail.

11. Based on my firm's decades of experience prosecuting other class actions, and specifically antitrust cases, we believe that the Settlements achieved here are in the best interests of Plaintiffs and the Settlement Class Members.

12. FKLM has devoted a significant amount of attorney time and other resources investigating, prosecuting and reaching the Settlements in this litigation and will continue to do so through final approval.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 13, 2025 in Conshohocken, Pennsylvania.

/s/ Jonathan M. Jagher
Jonathan M. Jagher

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FREED KANNER LONDON & MILLEN LLC

Founded in 2007, Freed Kanner London & Millen LLC ("FKLM") is firmly established as one of the nation's foremost plaintiffs' class action law firms. Trailblazers in the class action field, FKLM has been at the forefront of major antitrust, consumer fraud, securities, unlawful business practices and insurance fraud cases since its inception.

FKLM has a reputation as one of the most effective Plaintiffs' litigation firms in the United States, having secured billions of dollars in recoveries for the clients and classes it has represented. Its attorneys are among the pioneers and leaders in the class action field and have assumed lead, co-lead, executive or steering committee roles in class action litigation throughout the United States. These matters have resulted in significant recoveries, including two of the three largest civil antitrust settlements ever obtained in the Seventh Circuit. FKLM attorneys are adept at litigating against large, multi-national companies in complex, high stakes litigation. The firm is committed to understanding each client's claims and works tirelessly and efficiently to pursue the best outcome for clients and the classes they represent. FKLM attorneys are experienced in all phases of class action litigation, from initial claim investigation to discovery to trial. Several partners enjoyed prior roles as trial attorneys in the United States Department of Justice. FKLM's legacy is one of victory, resilience, and an unyielding commitment to seeking justice for those harmed by corporate malfeasance.

<u>APPOINTMENTS AS LEAD OR CO-LEAD COUNSEL</u>

- ***In re Frozen Potato Products Antitrust Litigation, No. 24-cv-11801 (N.D. Ill.)***

  FKLM serves as Co-Lead Counsel for the commercial indirect purchaser class. This class action brings antitrust and consumer protection claims related to alleged anticompetitive conduct in the market for frozen potato products, including french fries, hash browns and tater tots.

- ***In re Granulated Sugar Antitrust Litigation*, 24-md-03119 (D. Minn.)**

  FKLM partner Kimberly Justice serves as co-lead counsel for the commercial indirect purchaser class and a member of the MDL Plaintiff Steering Committee charged with directing and implementing the overall strategy for all Plaintiffs' counsel in the litigation. This multidistrict class action brings antitrust and consumer protection claims related to alleged anticompetitive conduct in the market for granulated sugar, including coordination and communication of competitively sensitive information by competitors.

- ***Estuary Transit District and Teamsters 671 Health Service & Insurance Plan v. Hartford Healthcare Corporation, et al., Case No. 3:24-cv-01051-SFR (D. Conn.)***

  FKLM Partner Matthew Ruan serves as co-lead counsel in this class action that alleges violations of the Sherman Act against Hartford HealthCare Corporation and some of its subsidiaries.

- ***In re: Fragrance End-User Plaintiff Antitrust Litigation*, 2:23-cv-01627 (D.N.J.)**

  FKLM partner Kimberly Justice serves as co-lead counsel for the consumer indirect purchaser class in this antitrust class action alleging a conspiracy to fix the price of fragrance products.

- ***Dzananovic and Howell v. Badoo Trading Limited and Bumble Trading LLC*, 2021-L-307** (Circ. Ct. Winnebago County, Illinois)

  FKLM Partner Jonathan Jagher served as co-lead counsel in this data privacy case against various Bumble entities for its operation of their popular dating apps. After three years of litigation, on October 24, 2024, Judge Ronald A. Barch granted final approval of a $40 million settlement.

- ***Virginia M. Lambrix, et al., v. Tesla, Inc.*, 3:23-cv-1145-TLT (N.D. Cal.)**

  FKLM Partner Matthew Ruan served as lead counsel in this right-to-repair antitrust class action. Plaintiff alleges that Defendant Tesla has violated Sections 1 and 2 of the Sherman Act, as well as California's Cartwright Act and Unfair Competition Law, by leveraging its market power in the United States electric vehicle market to monopolize and restrain the aftermarkets for repair services and Tesla-compatible parts using various anticompetitive repair restrictions which effectively prevent anyone other than Tesla and its authorized collision centers from conducting maintenance and repairs on Tesla vehicles.

- ***Murphy, et al. v. Toyota Motor Corporation, et al.*, No. 4:21-cv-00178-ALM (E.D. Tex.)**

  FKLM partner Kimberly Justice served as lead counsel in this class action arising from allegations that MY 2013-2018 Toyota RAV4 vehicles contain a defective battery retention system design that promotes short circuits, fires, and other thermal events in the engine compartment by allowing the metal hold-down bracket on top of the battery to contact the B+ terminal of the battery under ordinary and foreseeable driving conditions. This matter resulted in a recall to fix the alleged defect in over 1.85 million vehicles and a significant reimbursement program for class members (recall and settlement relief valued at over $675 million).

- ***Northbrook Park District v. Mr. David's Flooring Int'l, LLC et al.*, No. 20-cv-07538 (N.D. Ill.)**

  FKLM partner Steven Kanner served as co-lead counsel in this antitrust action arising from an 8-year conspiracy to rig bids to municipal and commercial flooring purchasers in Illinois.

- ***Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circuit Ct. DuPage County, Illinois)**

  FKLM Partner Jonathan Jagher served as co-lead counsel in *Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circuit Ct. DuPage County, Illinois) in this data privacy case in which the settlement was valued at $8.9 million. The lawsuit alleged that Dermalogica collected, captured, used, and stored individuals' biometric identifiers and/or biometric information without providing sufficient disclosures required by the Illinois Biometric Information Privacy Act, and without obtaining the written release required by the statute.

- ***Kent et. al. v. Women's Health USA, Inc.*, FST-CV21-6054676-S (CT.Sup.Ct.)**

  FKLM Partner Jonathan Jagher, appointed as Co-Lead Counsel, negotiated a $2.85 million settlement (approximately 50% of total damages) in this class action antitrust lawsuit against Women's Health USA, Inc.; In Vitro Sciences, LLC; Center for Advanced Reproductive Services, P.C.; and Reproductive Medicine Associates of Connecticut alleging that Defendants conspired to artificially raise, fix, maintain, or stabilize prices for Assisted Reproductive Technology ("ART") IVF services and to allocate geographic markets for ART services, which resulted in restricted competition and artificially high prices in violation of the Connecticut Antitrust Act.

- ***In re Payment Card Interchange Fee and Merchant Discount Litigation*, MDL 1720 (E.D.N.Y.)**

FREED KANNER LONDON & MILLEN LLC

FKLM is serving as interim co-lead counsel for a proposed class of more than twelve million merchants seeking equitable and injunctive relief. Plaintiffs allege, inter alia, that certain of Visa and MasterCard rules, including anti-steering restraints and default interchange fees, working in tandem have caused artificially inflated interchange fees paid by merchants on credit and debit card transactions from January 1, 2004 through the present.

- ***In re Opana ER Antitrust Litigation*, MDL 2580 (N.D. Ill.)**

  FKLM served as co-lead counsel on behalf of indirect purchasers (end-payors) of brand or generic Opana ER, an opioid painkiller, in this antitrust "pay-for-delay" case brought under the laws of 30 states. FKLM obtained $15 million for the class.

- ***In re Peanut Farmers Antitrust Litigation,* 2:19-cv-00463 (E.D. Va.)**

  FKLM partner Kimberly Justice served as co-lead counsel in this antitrust class action arising from peanut shellers' wrongful and anticompetitive actions that had the intended purpose and effect of artificially fixing, depressing, maintaining, and stabilizing the price of runner peanuts paid to peanut farmers in the United States for a period of six years. This matter settled for $102.75 million for the class. United States District Court Judge Raymond Jackson praised the firm's "effective and efficient prosecution" of the matter in discovery, class certification, fully briefed summary judgment practice and full trial preparation that led to "an excellent result for the Class," without the benefit of a government investigation. See *In re Peanut Farmers Antitrust Litig.*, 2021 WL 9494033, at *2 & 3 (E.D. Va., Aug. 10, 2021).

- ***In re Chicago Board Options Exchange Volatility Index Manipulation Antitrust Litigation*, MDL 2842 (N.D. Ill.)**

  FKLM partner Kimberly Justice served as interim co-lead counsel in this multidistrict litigation arising from over a decade of alleged manipulation of financial instruments linked to the Chicago Board Options Exchange's ("CBOE") Volatility Index, the "VIX," and the opaque settlement process the CBOE designed for certain of those instruments**.**

- ***The Honest Company Inc., Sodium Lauryl Sulfate (SLS) Marketing & Sales Practices Litigation,* 2:16-ml-02719 (C.D. Cal.)**

  FKLM served as co-lead counsel in this class action brought on behalf of consumers allegedly deceived in their purchase of products labeled as "Free of SLS." The settlement in the case ultimately provided class claimants with, in most instances, close to full reimbursement of the money they spent on the products at issue and the defendant agreed to cease marketing the products as SLS free.

- ***In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.)**

  FKLM serves as interim co-lead counsel on behalf of direct purchasers of automotive parts in multiple concurrently active nationwide, antitrust price-fixing cases relating to the following products: wire harnesses; instrument panel clusters; heater control panels; occupant safety parts; fuel senders; bearings; air conditioning systems; windshield wiper systems; starters; windshield washer systems; spark plugs; oxygen and air fuel ratio sensors; fuel injection systems; brake hoses; alternators; ignition coils; power window motors; shock absorbers; and electric power steering assemblies. Settlements with dozens of defendants reached to date total over $550 million.

- ***Kleen Products, Inc. et al. v. International Paper, et al.*, 10-CV-5711 (N.D. Ill.) ("Containerboard Antitrust Litigation")**

  As co-lead counsel for a class of direct purchasers of containerboard and related products in this antitrust price-fixing case, FKLM recovered $376 million dollars through settlement after more than 7 years of heavily contested litigation, including two appeals to the Seventh Circuit Court of Appeals.

- ***In re Pharmacy Benefit Managers Antitrust Litigation*, MDL No. 1782 (E.D. Pa.)**

  FKLM serves as co-lead counsel in these consolidated class actions brought on behalf of retail pharmacies against prescription benefit managers for fixing at artificially low levels the prices paid to pharmacies for pharmaceuticals sold, and reimbursement for services rendered, to the members of plans created by the prescription benefit managers. The complaints allege that the prescription benefit managers illegally aggregate the purchases of their members in order to effectuate the underpayment.

- ***In re Hydrogen Peroxide Antirust Litigation*, MDL 1682 (E.D. Pa.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing action against hydrogen peroxide producers. The case resulted in settlements of over $97 million for the class. In approving the Plaintiffs' motion for an award of attorneys' fees and expenses, Judge Stewart Dalzell lauded co-lead counsel:

  > [t]he "skill and efficiency of the attorneys involved" is of a very high order indeed, and as we noted at the fairness hearing yesterday, we have been impressed that these attorneys have prosecuted this matter vigorously against seasoned opponents without needlessly distracting the Court with discovery disputes.

- ***In re Brand Name Prescription Drugs Antitrust Litigation*, MDL 997 (N.D. Ill.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action. Settlements totaling approximately $715 million were recovered on behalf of the plaintiff class.

- ***In re Clozapine Antitrust Litigation*, MDL No. 874 (N.D. Ill.)**

  FKLM attorneys served as co-lead counsel in this antitrust class action against Caremark and Sandoz Pharmaceuticals alleging that the defendants entered into an illegal agreement to distribute a drug known as Clozaril by tying it to the purchase of a blood testing system, by fixing the price of the packaged sale, and by conspiring to monopolize the relevant market. More than $20 million was recovered for the class.

- ***In re High Fructose Corn Syrup Antitrust Litigation*, MDL 1087 (C.D. Ill.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action against major manufacturers of high fructose corn syrup. The case was settled for $531 million for the class. At the close of the hearing where counsel fees were approved, Judge Michael M. Mihm stated:

  > I've said many times during this litigation that you and the attorneys who represent the defendants here are as good as it gets. Very professional. At least in my presence or in my contacts with you, you've always been civil. You've always been cutting to the chase and not wasting my time or each other's time or adding to the cost of the litigation.

- ***In re Linerboard Antitrust Litigation*, MDL 1261 (E.D. Pa.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing case, which resulted in settlements of over $200 million for the class.

- ***SchagrinGas Co. v. BP Products North America, et al.*, No. 1:06-cv-3621 (N.D. Ill.)**

  FKLM served as co-lead counsel on behalf of direct purchaser plaintiffs in this nationwide class action involving monopolization claims under Section 2 of the Sherman Act. The case resulted in a settlement of over $50 million for the class.

- ***In re Aftermarket Filters Antitrust Litigation*, MDL 1957 (N.D. Ill.)**

  FKLM served as interim co-lead counsel on behalf of direct purchasers of replacement automobile air and oil filters in this nationwide, antitrust price-fixing case. The case resulted in settlements of nearly $18 million for the class.

- ***In re Flat Glass Antitrust Litigation* (No. II), MDL 1942 (W.D. Pa.)**

  FKLM served as co-lead counsel on behalf of direct purchaser plaintiffs of construction flat glass in this nationwide, antitrust price-fixing case. The case resulted in settlements for the class exceeding $22 million.

- ***In re Urethane Chemicals Antitrust Litigation*, MDL 1616 (D. Kan.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing action. The case resulted in settlements of $33 million for the class.

- ***In re Methyl Methacrylate (MMA) Antitrust Litigation*, MDL 1768 (E.D. Pa.)**

  FKLM served as co-lead counsel in this antitrust price-fixing action against producers of methyl methacrylate and polymethyl methacrylate. The case resulted in a settlement of over $15 million for the class.

- ***In re Infant Formula Antitrust Litigation*, MDL 878 (N.D. Fla.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action against the major manufacturers of infant formula. The case settled for over $125 million for the class.

- ***In re Chubb Drought Insurance Litigation*, MDL 782 (S.D. Ohio)**

  FKLM attorneys served as co-lead counsel in this class action filed on behalf of farmers who purchased drought insurance that Chubb refused to honor. The settlement exceeded $110 million and was achieved in less than 9 months. This sum, together with $8 million recovered at trial against Chubb's general agent, resulted in complete recovery for the affected farmers.

- ***In re Ocean Shipping Antitrust Litigation*, MDL 395 (S.D.N.Y.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action, which resulted in a $79 million recovery for thousands of U.S. and European shippers. Distributions were made to claimants in the United States and throughout a number of European countries.

- ***In re Isostatic Graphite Antitrust Litigation*, Master File 00-CV-1857 (E.D. Pa.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action. The case resulted in combined settlements of over $11 million for the class.

- ***In re Carbon Dioxide Antitrust Litigation*, MDL 940 (M.D. Fla.)**

  FKLM attorneys served as co-lead counsel in this antitrust price-fixing class action in which the plaintiff class recovered $53 million and achieved significant therapeutic relief for the class.

- ***In re Morrison Knudson Securities Litigation*, CA No. 94-CV-3345 (D. Idaho)**

  FKLM attorneys served as co-lead counsel in this securities class action where the plaintiff class received $43 million and approximately 3 million shares of Morrison Knudson common stock in settlement of their claims.

- ***In re M-L Lee Acquisition Fund Securities Litigation* (D. Del.)**

  FKLM attorneys served as co-lead counsel in this securities class action case against a syndicate of partnerships and its general partners, involving Merrill Lynch and its affiliates, and a leveraged buy-out specialty firm overseen by Thomas H. Lee. The case resulted in a $33 million settlement on behalf of the limited partners.

- ***In re Public Service Company of New Mexico* (S.D. Cal.)**

  FKLM attorneys served as lead counsel in this derivative action and obtained $33 million dollars in a joint settlement with class plaintiffs in a related securities fraud class action. Judge Harry R. McCue, District Court Judge for the Southern District of California stated:

  > The petitioners in this case are members of respected law firms which specialize in class action litigation. These attorneys brought considerable legal talents together, and were able to achieve the successful completion of this litigation. They are entitled to fair and reasonable compensation.

- ***Piggly Wiggly Antitrust Litigation* (E.D. Tex.)**

  FKLM attorneys served as co-lead counsel in this statewide (Texas) antitrust price-fixing action, which resulted in total settlements of approximately $32 million for class members.

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- ***Koch Gathering Systems, Inc. Oil Spill Litigation*** **(Dist. Ct. of Nueces County, Tex.)**

  FKLM attorneys served as co-lead counsel in this case concerning a marine oil spill in which a class consisting of commercial fisherman and shrimpers recovered over $10 million.

OTHER LEADERSHIP ROLES

In addition to serving as lead or co-lead counsel, FKLM attorneys regularly play key roles as members of executive or steering committees, negotiating ESI issues, taking and defending depositions, working with expert witnesses, and managing all aspects of pre-trial discovery.

- ***In re: MoveIt Customer Data Security Breach Litigation*****, MDL No. 1:23-md-03083-ADB (D. Mass.)**

  FKLM Partner Jonathan Jagher was appointed by Judge Allison D. Burroughs as Co-Chair of the Settlement Committee in this massive data breach with over 100 defendants.

- ***In re Apple Inc. Smartphone Antitrust Litigation*****, 2:24-md-03113-JXN-LDW (D.N.J.)**

  FKLM serves on the Indirect iPhone Purchasers' Executive Committee in this antitrust class action brought to address Apple's anticompetitive and exclusionary conduct and alleviate harm to competition and consumers.

- ***In re Passenger Vehicle Replacement Tires Antitrust Litigation*****, 5:24-md-03107 (N.D. Ohio)**

  FKLM Partner Kimberly Justice serves on the Direct Purchaser Plaintiff Steering Committee in this antitrust class action alleging some of the largest tire manufacturers in the world conspired to fix the prices of new replacement tires for passenger cars, vans, trucks, and buses sold in the United States.

- ***In re DPP Beef Antitrust Litigation,*** **0:20-CV-01319 (D. Minn.)**

  FKLM serves on the Plaintiffs' Steering Committee in this antitrust class action alleging that the country's biggest beef companies have illegally conspired to both raise the price of beef and lower the amount paid to cattle ranchers.

- ***In re Local TV Advertising Antitrust Litigation*****, MDL No. 2867 (N.D. Ill.)**

FKLM serves court appointed roles both on the Plaintiffs' Steering Committee, and as Liaison Counsel in this multidistrict, antitrust class action accusing the primary industry players of fixing television advertising prices. $48 million in partial settlements have been approved to date.

- ***Clarke et. al. v. Lemonade Inc*. et. al., 2022LA000308 (Circuit Ct. DuPage County, Illinois)**

FKLM Partner Jonathan Jagher was appointed to the Plaintiffs' Executive Committee in this data privacy class action, and he and his co-counsel negotiated a $4 million settlement valued on behalf of thousands of United States residents that made video claim submissions to Lemonade Insurance Company. Plaintiffs alleged that Lemonade collected, captured, received, or otherwise obtained and/or stored data or information that could be construed as biometric identifiers or biometric information in violation of various state consumer protection statutes, including, but not limited to, the Illinois Biometric Privacy Act, New York's Uniform Deceptive Trade Practices Act Section 349 and California's Unfair Competition Law, Bus. & Prof. Code § 17200, and other common-law claims, including claims for unjust enrichment.

- ***In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.)**

FKLM Partner Jonathan Jagher served on the Plaintiffs' Steering Committee in this action related to allegations of data privacy violations involving the popular app and the creation of short form videos on mobile devices. Jonathan was one of the primary negotiators of the $92 million settlement that received final approval by Judge Lee of the United States District Court for the Northern District of Illinois on July 28, 2022.

- ***In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation*, 2:22-MD-3025 (S.D. Ohio)**

FKLM Partner Jonathan Jagher was appointed as a Settlement Class Counsel in this case related to the alleged contamination of certain Proctor & Gamble aerosol products with benzene, a human carcinogen and the economic damages to the purchasers of these products. Final approval was granted for the settlement valued at over $11 million.

- ***In re Toyota Hybrid Brake Litig*., No. 4:20-cv-00127-ALM (E.D. Tex.)**

FKLM partner Kimberly Justice served on the Plaintiffs' Executive Committee in this class action arising from allegations that Toyota manufactured, sold, and leased certain Toyota vehicles with defective braking systems.

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- ***Cameron et al. v. Apple, Inc.,* 4:19-cv-03074 (N.D. Cal.)**

  FKLM served as class counsel and as an Executive Committee Member in this antitrust class action arising from Apple's abusive monopoly in the distribution of iOS apps and related products, seeking to get rid of its pricing mandates, and to reimburse developers for overcharges made through abuse of its monopoly power. The case resulted in a $100 million recovery for the class.

- ***In re Farm-Raised Salmon and Salmon Products Litigation,* 19-CV-21551 (S.D. Fla.)**

  FKLM served as a member of the Direct Purchaser Plaintiffs' Executive Committee in this case alleging various North Atlantic farms engaged in restrictive business practices including illegal price-fixing and violated rules prohibiting cartels. The case resulted in a $85 million recovery for the class.

- ***In re German Automotive Manufacturers Antitrust Litigation*, 17-md-02796 (N.D. Cal.)**

  FKLM partner Kimberly Justice served on the Plaintiffs' Steering Committee in this multi-district class action accusing Audi, BMW, Volkswagen and other German automakers of a decades-long antitrust conspiracy covering car technology, costs, suppliers and emissions equipment.

- ***Washington County Health Care Auth., Inc., et al. v. Baxter Int'l Inc., et al.*, 16-CV-10324 (N.D. Ill.)**

  FKLM served as interim liaison counsel this class action alleging that the major U.S. manufacturers of a critical medical product, intravenous saline solution ("IV Saline Solution"), conspired to restrict output and artificially fix, raise, maintain and/or stabilize the prices of IV Saline Solution sold throughout the United States, under the pretext of a supply shortage.

- ***Mulhern, et al. v. Pepperidge Farm*, 16-CV-32199 (N.D. Ill.) (consolidated for settlement with *Raymond Alfred et al. v. Pepperidge Farm*, 2:14-cv-07086 (C.D. Cal))**

  FKLM served as interim liaison counsel and managed discovery efforts in this class action alleging that drivers/distributors were improperly classified by Pepperidge Farm as "independent contractors" in order to wrongfully deny them certain compensation and other benefits. A settlement in the case is pending final approval.

- ***In re Lithium Ion Batteries Antitrust Litigation*, MDL No. 2420 (N.D. Cal.)**

  FKLM served as a member of the Direct Purchaser Plaintiff Direct Purchaser Plaintiffs' Steering Committee on behalf of direct purchasers of Lithium-Ion Battery products in this

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nationwide price fixing case. More than $138 million was recovered for the class.

- ***In re Rail Freight Fuel Surcharge Antitrust Litigation*, MDL 1869 (DC)**

  FKLM is serving as co-chair of the Executive Committee in on behalf of direct purchasers of rail freight services that paid fuel surcharges in this nationwide, antitrust price-fixing case.

- ***Standard Iron Works v. ArcelorMittal et al*., 08-CV-5214 (N.D. Ill.)**

  FKLM was appointed as liaison counsel on behalf of direct purchasers of steel in this nationwide supply manipulation and price-fixing case.

- ***In re Blood Reagents Antitrust Litigation*, MDL 2081 (E.D. Pa.)**

  FKLM is serving as a member of the Executive Committee in this nationwide antitrust class action brought on behalf of direct purchasers of blood reagents.

- ***In re NCAA Student-Athlete Name & Likeness Licensing Litigation,* 4:09-CV-1967 (N.D. Cal.)**

  FKLM attorneys managed a variety of critical discovery matters in this antitrust case brought on behalf of former collegiate athletes.

- ***In re Fresh and Process Potatoes Antitrust Litigation*, MDL 2186 (D. Idaho)**

  In addition to handling all aspects of discovery concerning two defendants, FKLM attorneys worked closely with lead counsel in drafting the consolidated complaint and successfully opposing a motion to dismiss in this nationwide antitrust class action brought on behalf of direct purchasers of fresh and process potatoes.

- ***In re Processed Egg Products Antitrust Litigation*, MDL 2002 (E.D. Pa.)**

  FKLM attorneys worked closely with lead counsel in drafting the original complaint and successfully opposing a motion to dismiss in this nationwide antitrust class action brought on behalf of direct purchasers of eggs and egg products.

- ***In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL 1917 (N.D. Cal.)**

  FKLM served as Chair of Discovery and worked closely with lead counsel to manage a variety of top-level matters, including negotiating ESI issues and taking key depositions in this nationwide price-fixing class action with over $100 million in partial settlements.

- ***In re Optical Disk Drive (ODD) Antitrust Litigation*, MDL 2143 (N.D. Cal.)**

  FKLM was one of several firms that assisted lead counsel with discovery and briefing in this nationwide price-fixing class action brought on behalf of direct purchasers of optical disk drives.

- ***In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D.N.Y.)**

  FKLM Partner Jonathan Jagher was appointed to the Executive Committee in this action related to allegations that Morgan Stanley failed to safeguard its customers' highly sensitive personally identifiable information. On August 5, 2022, Judge Engelmayer of the United District Court for the Southern District of New York, granted final approval of the parties' $60 million settlement.

- ***In re Municipal Derivatives Antitrust Litigation*, MDL 1940 (S.D.N.Y.)**

  FKLM oversaw discovery of a key defendant and worked closely with lead counsel on a variety of other pre-trial matters in this nationwide class action brought on behalf of purchasers of municipal derivatives.

- ***In re American Express Anti-Steering Rules Antitrust Litigation (No. II)*, MDL 2221 (E.D.N.Y.)**

  FKLM managed discovery of independent merchant (opt-out) plaintiffs in this nationwide antitrust case.

- ***In re Air Cargo Shipping Services Antitrust Litigation*, MDL 1775 (E.D.N.Y.)**

  FKLM attorneys served as co-chairs of discovery in this antitrust class action involving claims under Section 1 of the Sherman Act. Settlements in the case totaled nearly $600 million.

- ***In re Intel Corp. Microprocessor Antitrust Litigation*, MDL 1717 (D. Del.)**

  FKLM attorneys managed discovery from dozens of named plaintiffs in this nationwide antitrust action. Among other things, the firm played a key role in overseeing document production and coordinating, managing and defending over 50 depositions.

- ***In re Vitamins Antitrust Litigation*, MDL 1285 (D.D.C.)**

  FKLM attorneys served as co-chairs of discovery in this antitrust price-fixing action, which resulted in over $1.3 billion in settlements.

- ***In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, MDL 1486 (N.D. Cal.)**

  FKLM attorneys served as co-chairs of discovery in this nationwide, antitrust price-fixing action, which resulted in settlements of over $300 million for class members.

- ***In re Rubber Chemicals Antitrust Litigation*, MDL 1648 (N.D. Cal.)**

  FKLM attorneys served on the executive committee in this nationwide, antitrust price-fixing action, which resulted in settlements of over $300 million for class members.

- ***In re Ethylene Propylene Diene Monomer (EPDM) Antitrust Litigation*, MDL 1542 (D. Conn.)**

  FKLM attorneys served as co-chairs of discovery in this nationwide antitrust price-fixing action, which has resulted in settlements of over $87 million for class members.

- ***In re Static Random Access Memory (SRAM) Antitrust Litigation*, MDL 1819 (N.D. Cal.)**

  FKLM was a member of the executive committee representing direct purchaser plaintiffs in this antitrust price-fixing case which resulted in settlements exceeding $76 million.

- ***In re Waste Management, Inc. Securities Litigation*, Master File 97-CV-7709 (N.D. Ill.)**

  FKLM attorneys were actively involved in litigating the case and served as liaison counsel. A settlement for the plaintiff class of $220 million was obtained.

- ***Blinder Robinson Securities Litigation* (E.D. Pa.)**

  FKLM attorneys served as members of the Steering Committee in this securities fraud action in which an injunction was obtained preventing a transfer of assets; judgment of $71 million was later entered.

- ***In re Drill Bits Antitrust Litigation*, CA No. H-91-627 (S.D. Tex.)**

  FKLM attorneys served as members of the Steering Committee in this antitrust price-fixing class action and were instrumental in achieving a settlement for the class in excess of $52 million.

- ***In re Industrial Gas Antitrust Litigation*, CA No. 80 C. 3479 (N.D. Ill.)**

  FKLM attorneys served as members of the executive committee in this antitrust price-fixing class action, which ultimately recovered more than $50 million dollars for the class.

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The settlement included assignable purchase certificates, which the court found increased the competitive value of the settlement.

- ***In re Records and Tapes Antitrust Litigation* (N.D. Ill.)**

  FKLM attorneys served as members of the executive committee in this antitrust price-fixing class action. The class recovered $26 million dollars in settlement in cash and assignable purchase certificates.

- ***Kaufman v. Motorola, Inc.* (N.D. Ill.)**

  FKLM attorneys were actively involved in litigating the case and served as liaison counsel. A settlement of $25 million was obtained for the plaintiff class.

- ***In re Unisys Securities Litigation*, CA No. 99-5333 (E.D. Pa.)**

  FKLM attorneys served on the executive committee in this derivative action in which Plaintiffs recovered $20 million for corporation.

* * *

Other large class action cases in which FKLM attorneys were involved in a leadership position include *In re Folding Cartons Antitrust Litigation*, *In re Plywood Antitrust Litigation*, *In re Standard Screws Antitrust Litigation*, *In re Cotton Yarn Antitrust Litigation*, *In re Glass Containers Antitrust Litigation*, *In re Aluminum Siding Antitrust Litigation*, *Rusty Jones Warranty Litigation*, *NPA Securities Litigation*, *In re Chlor-alkali and Caustic Soda Antitrust Litigation*, and *In re Potash Antitrust Litigation*.

FKLM frequently serves as local counsel for a variety of cases, working closely with law firms located outside of Illinois. Some examples include *North Miami General Employees Retirement Fund et al. v. Parkinson et al.,* Case No. 1:10-cv-06514 (N.D. Ill.), *Marvin H. Maurras Revocable Trust v. Bronfman Jr. et al.*, Case No. 1:12-cv-03395 (N.D. Ill.), and *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Motorola, Inc. et al.*, Case No. 1:10-cv-00427

(N.D. Ill.) actions where FKLM was appointed as liaison counsel.

ATTORNEY PROFILES

Michael J. Freed

After leaving the Department of Justice Antitrust Division, Mr. Freed has engaged in private antitrust class action litigation for 50 years. He has served as co-lead counsel in many prominent antitrust and securities fraud class action cases. Presently, Mr. Freed is serving as co-lead counsel in the *Kleen Products v. International Paper/Containerboard Antitrust* case and *In re Opana ER Antitrust Litigation*. Prior antitrust class actions in which Mr. Freed served as co-lead counsel include *In re Aftermarket Filters Antitrust Litigation, In re Brand Name Prescription Drugs Antitrust Litigation*, *In re High Fructose Corn Syrup Antitrust Litigation*, *In re Linerboard Antitrust Litigation*, *In re Carbon Dioxide Antitrust Litigation*, *In re Infant Formula Antitrust Litigation*, and *In re Ocean Shipping Antitrust Litigation.* More than $2 billion has been recovered for the plaintiff classes in cases in which Mr. Freed has served as co-lead counsel.

Mr. Freed has been named an Illinois Super Lawyer by Chicago Magazine, an Illinois Leading Lawyer by the Leading Lawyer's Network, and one of the top plaintiffs' antitrust lawyers in Illinois by Chambers and Partners. In March 2007, Mr. Freed was honored by the Chicago Appleseed Fund for Justice for his exceptional pro bono efforts. In November 2021, Mr. Freed was inducted into the American Antitrust Institute's Private Enforcement Hall of Fame and in July 2023, Mr. Freed was named to Business Today's *Top 10 Influential Antitrust Plaintiffs Shaping US Law: Nation's Legal Titans*.

Mr. Freed was formerly a trial and appellate attorney with the United States Department of Justice, Antitrust Division (Honors Program). He is a graduate of the University of Pennsylvania (B.S., 1959) and University of Chicago Law School (J.D., 1962).

Steven A. Kanner

Mr. Kanner has over 30 years' experience in complex antitrust litigation and previously led the class action practice at Much Shelist Freed. His experience includes investigation, discovery, trial and appeal of antitrust, securities and other complex cases. Mr. Kanner has been designated an Illinois Super Lawyer by *Chicago Magazine* for the past 5 years and is a frequent lecturer both domestically and internationally on antitrust and trade regulation.

With respect to class action matters, Mr. Kanner has been involved in a leadership capacity in many of the cases described above. Mr. Kanner is currently serving as co-lead counsel or interim co-lead counsel include *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.), (an international price fixing conspiracy of historic proportions which currently includes individual cases for Wire Harnesses, Instrument Panel Clusters, Fuel Senders, Heater Control Panels, Occupant Safety Systems, Ball Bearings, Air Conditioning Systems, Windshield Wiper

Systems, Starters, Alternators, Windshield Washer Systems).

Historically, Mr. Kanner has been appointed by federal and state courts as co-lead counsel in a broad array of important cases, which have resulted in recoveries of hundreds of millions of dollars. Some of these cases include: *In re Aftermarket Filters Antitrust Litig.*, MDL 1957 (N.D. Ill.) (settlements of over $17 million); *In re Carbon Dioxide Antitrust Litig.,* MDL 940 (M.D. Fla.) (settlements of over $53 million); *In re Flat Glass Antitrust Litig.* (No. II), MDL 1942 (W.D. Pa.) (settlements of over $22 million); *In re Hydrogen Peroxide Antirust Litig.*, MDL 1682 (E.D. Pa.) (settlements of over $97 million); *In re Isostatic Graphite Antitrust Litig.*, No. 00-cv-1857 (E.D. Pa.) (settlements of over $11 million); *In re Koch Gathering Systems, Inc. Oil Spill Litig.*, (Dist. Ct. of Nueces County, Tex.) (settlements of over $10 million); and *In re Texas Bread Antitrust Litig.*, No. 95-cv-0048 (E.D. Tex.) (settlements of over $32 million).

A 1979 graduate of DePaul University Law School, Mr. Kanner is admitted to the Bars of Illinois, the Northern District of Illinois (member of the trial bar), the United States Court of Appeals (Second, Third, Fourth, Fifth, Seventh and Tenth Circuits) and the United States Supreme Court. He is also a member of the Chicago Bar Association (Committees on Litigation and Antitrust Law), the Illinois State Association (Sections on Antitrust Law and Litigation), the American Bar Association (Sections on Antitrust Law and Litigation), the Illinois Trial Lawyers Association, and the Decalogue Society where he previously served on the Editorial Board of the Society's Law Journal. Prior to entering private practice, Mr. Kanner was employed by the Federal Trade Commission as a consumer affairs specialist.

Douglas A. Millen

Mr. Millen devotes his practice to prosecuting direct purchaser, price-fixing class actions and has played a key role in many of the most successful price-fixing cases in the United States. For example, Mr. Millen was most recently appointed to serve on the Plaintiffs' Steering Committee for the *In re DPP Beef Antitrust Litigation* (D. Minn.) Mr. Millen was appointed to serve on the Direct Purchaser Plaintiffs' Steering Committee in *In re Lithium Ion Batteries Antitrust Litigation*, MDL No. 2420 (N.D. Cal) which ultimately obtained almost $140 million for the class. Mr. Millen has also played a prominent role in many of the largest antitrust cases in recent history – including: *In re Cathode Ray Tube (CRT) Antitrust Litigation*, MDL 1971 (N.D. Cal.), where he served as Chair of Discovery and aided in the recovery of more than $210 million of the class; *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation*, MDL 1486 (N.D. Cal.); *In re Vitamins Antitrust Litigation*, MDL 1285 (D.D.C.); and *In re Rubber Chemicals Antitrust Litigation*, MDL 1648 (N.D. Cal.) – and his efforts have assisted in the recovery of billions of dollars for class members. Accordingly, he has been recognized as one of the nation's top competition lawyers by various publications, including *Global Competition Review,* and as a top Plaintiffs' lawyer by *Lawdragon 500 Leading Lawyers in America*. Mr. Millen currently represents several Fortune 500 companies in the *Rail Freight Fuel Surcharge Antitrust Litigation* and provides antitrust compliance consultation services for large, multi-national companies.

Mr. Millen is a graduate of the University of Michigan (B.G.S., 1991) and University of Illinois College of Law (J.D. *magna cum laude*, 1994). In 1994, he was admitted to the New York and Connecticut State Bars; and in 1995 he was admitted to the Illinois State Bar. He is also admitted to practice in the Northern and Southern Districts of Illinois. Mr. Millen is a member of the American Bar Association, Antitrust Section and the Chicago Bar Association. Prior to founding FKLM, Mr. Millen was a partner at Much Shelist Freed, where he practiced with the class action group from November 1995 through December 31, 2006.

William H. London

Mr. London has been litigating class action cases for over 25 years. He served as trial counsel for the plaintiff class in *In re High Pressure Laminates Antitrust Litigation*, a case that was tried before a jury in the Southern District of New York. He was actively involved in several cases in which FKLM was serving in a leadership capacity, including *In re Flat Glass Antitrust Litigation (No. II)*, MDL No. 1942 (W.D. Pa.); *In re Static Random Access Memory (SRAM) Antitrust Litigation*, MDL No. 1819 (N.D. Cal); and *In re Hydrogen Peroxide Antitrust Litigation*, MDL 1682 (E.D. Pa.). Mr. London presently has significant involvement in *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.) and *In re Optical Disk Drive Products Antitrust Litigation*, No. 3:10-md-2143 (N.D. Cal.).

Mr. London graduated *Magna Cum Laude* from Syracuse University in 1984 and received his law degree in 1987 from IIT Chicago-Kent College of Law. In 1987, he was admitted to the Illinois Bar and the Federal Bar; and in 1988, he was admitted to practice before the United States Court of Appeals for the Seventh Circuit. Mr. London is a member of the American Bar Association and is a past-Chairman of the Chicago Bar Association Class Litigation Committee. He was formerly an Assistant Attorney General for the State of Illinois, during which time he argued cases in the United States Court of Appeals for the Seventh Circuit and the Illinois Supreme Court. Since 1990, Mr. London has concentrated on complex and commercial litigation, with an emphasis on class action litigation involving antitrust claims. Mr. London practiced with Much Shelist Freed from March 1993 through December 31, 2006.

Michael E. Moskovitz

Michael E. Moskovitz is a partner at Freed Kanner London & Millen LLC and has been involved in trial and appellate litigation for more than 15 years. Since 2000, he has concentrated on complex commercial litigation, with a primary emphasis on class action litigation involving antitrust, securities fraud, and consumer fraud claims. Mr. Moskovitz previously played a key role in the class action practice of Much Shelist Freed. He is significantly involved in several pending antitrust class actions, *In re Automotive Parts Antitrust Litigation*, MDL 2311 (E.D. Mich.), and *In re Vehicle Carrier Services Antitrust Litigation*, MDL No. 2471. Mr. Moskovitz is also a member of The Sedona Conference's Working Group 1 (Electronic Document Retention and Production) and has spoken at The Sedona Conference's Midyear meeting and has co-written papers published by The Sedona Conference.

Mr. Moskovitz is a graduate of Indiana University (B.A., 1993) and New York University School of Law (J.D., 1996).

Robert J. Wozniak

Robert J. Wozniak is a partner at Freed Kanner London & Millen LLC. Since 2001, Mr. Wozniak has been involved in complex commercial litigation, with a primary emphasis on antitrust, employment, and consumer fraud class action cases. He has handled all aspects of litigation, including researching and drafting complaints, motion practice, drafting and responding to written discovery, taking and defending depositions, working closely with expert witnesses, managing large scale electronic discovery, presenting oral argument, and trial.

Prior to engaging in private law practice, Mr. Wozniak worked as a trial attorney for the United States Department of Justice, Antitrust Division (Honors Program). Mr. Wozniak was then employed by Cohen Milstein Hausfeld & Toll, a Washington, D.C. class action firm, before joining Much Shelist Freed in 2004.

The complex antitrust class actions in which Mr. Wozniak has had significant involvement include: *In re Broiler Chicken Antitrust* Litigation (N.D. Ill.); *In re Pork Antitrust Litigation* (D. Minn.); *In re Opana ER Antitrust Litigation* (N.D. Ill.); *In re Local TV Advertising Antitrust Litigation* (N.D. Ill.); *Mulhern, et al. v. Pepperidge Farm* (N.D. Ill.) (consolidated and transferred to C.D. Cal for settlement approval); *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (E.D.N.Y.); *Kleen Products, et al. v. International Paper, et al.* (N.D. Ill.) ("*Containerboard Antitrust Litigation*"); *In re NCAA Student-Athlete Names & Likeness Licensing Litigation* (N.D. Cal.); *In re Fresh and Process Potatoes Antitrust Litigation* (D. Idaho); *In re Municipal Derivatives Antitrust Litigation* (S.D.N.Y.); *In re Flat Glass Antitrust Litigation (II)* (W.D. Pa.); *In re TFT-LCD (Flat Panel) Antitrust Litigation* (N.D. Cal.); *In re Static Random Access Memory (SRAM) Antitrust Litigation* (N.D. Cal.); *In re Hydrogen Peroxide Antitrust Litigation* (E.D. Pa.); *In re Intel Corp. Microprocessor Antitrust Litigation* (D. Del.); *In re Dynamic Random Access Memory (DRAM) Litigation* (N.D. Cal.); *In re Buspirone Antitrust Litigation* (S.D.N.Y.); and *In re Terazosin Hydrochloride Antitrust Litigation* (S.D. Fla.). Mr. Wozniak played an active role at trial in both the *Opana ER* case and *Broiler Chicken* cases.

Mr. Wozniak is a graduate of the University of Michigan (B.A., 1988), University of Minnesota (M.A., 1994), and Wayne State University Law School (J.D., 2000, *cum laude*, Order of the Coif). He is admitted to practice law in Illinois and Michigan as well as numerous federal district and appellate courts.

Kimberly A. Justice

Kimberly A. Justice, a partner of the Firm, is a respected litigator and experienced trial lawyer who has dedicated her career to obtaining justice for those harmed by corporate malfeasance. She focuses her practice on class action litigation, including antitrust, consumer and securities fraud matters. Ms. Justice has extensive experience in all aspects of complex litigation from investigating and developing an initial case theory, to formulating and managing litigation strategy, to conducting discovery, to trial.

In her twenty plus years in private enforcement, Mr. Justice has secured billions of dollars in recoveries for the clients and classes she has had the pleasure of representing. Notably, Kimberly led the trial team that obtained a jury verdict in favor of investors in the *In re Longtop Financial Technologies Ltd. Securities Litigation* (S.D.N.Y) securities class action litigation, among just a handful of securities cases to be tried to jury verdict.

Ms. Justice serves (or has served) as lead or co-lead counsel in several nationwide antitrust, consumer and securities fraud class actions. Most recently, Ms. Justice was appointed as Co-Lead Counsel in *In re Granulated Sugar Antitrust Litigation*, MDL No. 24-3110 (JWB/DTS) (D. Minn.) (commercial indirect purchaser class) and *In re: Fragrance End-User Plaintiff Antitrust Litigation*, 2:23-cv-01627 (D.N.J.) (consumer end user class). Ms. Justice served as Lead Counsel in *Murphy, et al. v. Toyota Motor Corporation, et al.* (E.D. Tex.) (recall of 1.85 million vehicles and settlement relief valued at over $675 million), *In re Peanut Farmers Antitrust Litigation* (E.D. Va.) ($102.75 million recovery for the class), and *In re: Chicago Board of Options Exchange Volatility Index Manipulation Antitrust Litigation* (N.D. Ill.). Ms. Justice currently serves on the Plaintiff Steering Committees in *In re Local TV Advertising Antitrust Litigation* (N.D. Ill.) ($48 million in settlements provisionally approved to date) and *In re Passenger Vehicle Replacement Tires Antitrust Litigation*, 5:24-md-03107 (N.D. Ohio), and served on the Plaintiff Steering / Executive Committees in *In re Farm-Raised Salmon and Salmon Products Litigation (S.D. Fla.)* ($85 million recovery for the direct purchaser plaintiff class), *In re Toyota Hybrid Brake Litigation*, (E.D. Tex.), *In re: Liquid Aluminum Sulfate Antitrust Litigation*, (D.N.J.) (over $90 million recovery for direct purchaser plaintiff class), and *In re German Automotive Manufacturers Antitrust Litigation*, No. 17-md-02796 (N.D. Cal.).

Kimberly possesses a wealth of valuable experience, having served as a federal antitrust prosecutor for nearly a decade where she led teams of trial attorneys and law enforcement agents who investigated and prosecuted domestic and international cartel activity, including in the following industries: graphite electrodes, carbon products, ocean shipping and benchmark interest rates (LIBOR). In addition, Ms. Justice successfully tried to guilty verdict the Antitrust Division's case against the first U.K. national extradited by the Division. *See United States v. Norris*, No. 03-cr-0632 (E.D. Pa.).

Ms. Justice graduated *magna cum laude* from Temple University Beasley School of Law, where she served as an Articles Editor of the Temple Law Review. Kimberly earned her B.A. *cum laude* from Kalamazoo College. Upon graduating from law school, Ms. Justice served as a judicial clerk to the Honorable William H. Yohn, Jr. of the United States District Court for the Eastern District of Pennsylvania (retired).

Ms. Justice frequently lectures and appears on discussion panels concerning antitrust and securities litigation matters and currently serves as a member of the Advisory Board of the American Antitrust Institute and served as an Advisory Council Member for The Duke Conferences: Bench-Bar-Academy Distinguished Lawyers' Series. Ms. Justice has been recognized as a Pennsylvania Super Lawyer and is ranked among the top antitrust lawyers by Chambers and Partners in its Chambers USA Guide.

Jonathan M. Jagher

Mr. Jagher is the founding partner of FKLM's Philadelphia office. With over 20 years of experience, he has a national practice representing plaintiffs in consumer and antitrust class actions. Mr. Jagher and FKLM have recovered over $1 billion for their clients.

Mr. Jagher was appointed as Co-Chair of the Settlement Committee in *In re: MoveIt Customer Data Security Breach Litigation*, MDL No. 1:23-md-03083-ADB (D. MA) one of the largest data breaches in history. He recently served as Co-Lead Counsel in *Dzananovic and Howell v. Badoo Trading Limited and Bumble Trading LLC*, 2021-L-307 (Circ. Ct. Winnebago County, Illinois) ($40 million settlement) and *Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circ. Ct. DuPage County, Illinois) (settlement valued at $8.9 million). Notably, he was appointed to the Plaintiffs' Steering Committee in *In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.). In this case, Mr. Jagher was one of the primary negotiators of a $92 million settlement, one of the largest in Illinois history. Mr. Jagher served as one of the Settlement Class Counsel in *In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation*, 2:22-MD-3025 (S.D. OH) (settlement valued over $11 million) and was appointed to serve on the Plaintiffs' Executive Committees in *In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D. NY), a data breach resulting in a $60 million settlement and *Jones et. al. v. Lemonade Inc. et al.* 2022-LA-000308-366 (Circ. Ct. DuPage County, Illinois) (a data privacy settlement of $4 million). Mr. Jagher also served as counsel in *Culbertson et al. v. Deloitte Consulting LLP*, 1:20-cv-03962 (S.D. NY), a data breach that settled for approximately $5 million. In addition, Mr. Jagher was tasked by co-lead counsel with supervising and directing (in part) third-party discovery in *In re: Philips Recalled CPAP, Bi-Level Pap, and Mechanical Ventilator Products Litigation*, MDL No. 3014 (W.D. PA), a large complex litigation involving the recall of 10.8 million CPAP, BiPAP and ventilator machines over the breakdown of sound-insulating foam (resulting in a $479 million settlement of the economic loss claims).

Mr. Jagher's recent antitrust cases include *Kent et al. v. Women's Health USA, Inc.* FST-

CV21-6054676-S (Ct. Superior Court) where he was appointed as Co-Lead Counsel on behalf of women who were victims of alleged price fixing by IVF clinics and settled the case for $2.85 million. Mr. Jagher was named to the Executive Committee in *Cameron et. al. v. Apple, Inc*. 4:19-cv-03074 (N.D. Cal.) and helped recover $100 million on behalf of app developers (for this role he and his firm were named as one of the recipients of the American Antitrust Institute's Award for Outstanding Antitrust Litigation Achievement in Private Law Practice). Mr. Jagher also played active roles in *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.) (FKLM co-lead counsel and achieved total settlements over $550 million) ("*Auto Parts*"); *In re OSB Antitrust Litigation*, Master File No. 06-CV-00826 (E.D. Pa.) (settlements totaled $120 million) ("*OSB*"); *In re Broiler Chicken Antitrust Litigation*, 1:16-cv-08637 (N.D. Ill.) (settlements totaled $284 million) ("*Broilers*"); and *In re Pork Antitrust Litigation* 0:18-CV-01776 (D. Minn.)(settlements to date total approximately $100 million)("*Pork*"). In *Auto Parts*, *OSB*, *Broilers and Pork*, Mr. Jagher was tasked with taking the lead role in the depositions of top-ranking executives of numerous defendants throughout the world.

Prior to entering private practice, Mr. Jagher served as a supervising Assistant District Attorney for the Middlesex District Attorney in Cambridge, Massachusetts. As a prosecutor, he conducted numerous investigations and tried approximately forty cases before a jury. Mr. Jagher received a B.A. degree magna cum laude from Boston University in 1998 and a J.D. degree from Washington University School of Law in 2001. He is currently admitted to practice law in Pennsylvania, Massachusetts, Illinois, the United States District Courts for the Districts of Massachusetts, the Eastern District of Pennsylvania, the Northern District of Illinois, the Southern District of Illinois, and the United States Courts of Appeals for the Third and Seventh Circuits. Mr. Jagher currently serves on the Advisory Board of Loyola University School of Law's Institute for Consumer Antitrust Studies and frequently serves as a guest speaker on a multitude of class action issues on panels throughout the United States. Mr. Jagher was named as a Pennsylvania Super Lawyer in 2018, 2019, 2020, 2021, 2022, 2023 and 2024 after having been named as a Super Lawyer Rising Star in 2012, 2013, 2014, 2015 and 2016.

Matthew W. Ruan

Matthew W. Ruan is a partner at Freed Kanner London & Millen LLC. Mr. Ruan has extensive experience litigating complex commercial matters, with an emphasis in antitrust, securities, and consumer class actions. He has helped recover billions of dollars on behalf of a broad range of individuals, businesses, shareholders, unions, and pension funds.

Mr. Ruan received his B.A., with Honors, from the University of Chicago in 2000 and his J.D. from the University of Michigan Law School in 2003, where he was an associate editor of the Michigan Journal of International Law.

Prior to joining Freed Kanner London & Millen LLC, Mr. Ruan was employed by several other prominent class action firms, including Cohen Milstein Sellers & Toll PLLC, Berman DeValerio (now Berman Tabacco), and Heins Mills & Olson PLC. He also served as a judicial extern for the Honorable Blanche M. Manning of the U.S. District Court for the Northern District of Illinois, and interned at the U.S. Department of Justice, Criminal Division, in Washington, D.C.

Mr. Ruan was recently appointed interim lead counsel in *Lambrix, et al. v. Tesla, Inc.*, (N.D. Cal.), an antitrust action brought on behalf of a nationwide class of purchasers of Tesla repair parts and services, and in *Estuary Transit District and Teamsters 671 Health Service & Insurance Plan v. Hartford Healthcare Corporation, et al*., Case No. 3:24-cv-01051-SFR (D. Conn.), a class action alleging violations of the Sherman Act against Hartford HealthCare Corporation and some of its subsidiaries. Among the many complex cases in which Mr. Ruan has been significantly involved are: *Sutter Health Antitrust Litigation* (Sup. Ct. Cal., San Fran. Cty.) (antitrust class action against Sutter Health, one of the largest healthcare providers in California, for restraining hospital competition through its contracting practices with insurance companies, resulting in $575 million settlement and significant injunctive relief). *In re Automotive Parts Antitrust Litigation* (E.D. Mich.) (antitrust class action brought on behalf of direct purchasers of automotive parts in multiple concurrently active nationwide price-fixing cases, resulting in settlements to date in excess of $500 million). *In re AOL/Time Warner Securities Litigation* (S.D.N.Y.) (class action alleging securities fraud in connection with merger of AOL and Time Warner, resulting in $2.65 billion recovery for shareholders).

Mr. Ruan is admitted in New York, California, and Minnesota, as well as various federal courts.

Nicholas R. Lange

Nicholas R. Lange is an associate at Freed Kanner London & Millen LLC. Mr. Lange is a Chicago native and received his J.D. from the DePaul University College of Law in 2014. He has experience in litigating civil matters that include fraud, tort, breach of contract, and corporate matters. In 2023, Mr. Lange received the Super Lawyers Rising Star award (Class Action/Mass Torts). He was recently appointed to the Plaintiffs' Steering Committee in *In Re: AT&T Inc. Customer Data Security Breach Litigation*, 3:24-cv-00757 (N.D. Tex.) (ECF No. 165). Mr. Lange was drawn to class action litigation because of the potential to compel a company to change its conduct and compensate those it has wronged. He is admitted to the State Bar of Illinois as well as the Northern and Southern Districts of Illinois.

Samantha M. Gupta

Samantha Gupta is an Associate at Freed Kanner London & Millen, where her practice focuses on antitrust, consumer, and securities fraud litigation. She has extensive litigation experience across a diverse range of practice areas, shaped by a career advocating for individuals and businesses in high-stakes, high-impact cases.

FREED KANNER LONDON & MILLEN LLC

Prior to joining FKLM, Ms. Gupta practiced plaintiff-side antitrust litigation at a national firm, where she represented clients in complex financial matters, including the LIBOR litigation (In re LIBOR-Based Financial Instruments Antitrust Litig., No. 11-md-2262-NRB (S.D.N.Y.)). She also previously practiced at a New York City-based firm, representing plaintiffs in a range of civil matters, including civil rights and medical malpractice.

Ms. Gupta began her legal career as a public defender at The Legal Aid Society in Brooklyn, where she gained extensive courtroom and trial experience advocating on behalf of thousands of indigent clients. Across all areas of her practice, she brings a deep commitment to justice and a client-centered approach to litigation.

She received her B.A., with honors, from Macalester College and her J.D. from Harvard Law School. She also holds an M.Sc. from the University of Oxford. Ms. Gupta is admitted to practice law in New York, Massachusetts, and various federal courts.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	
Plaintiffs,	)	No. 1:24-cv-00150
v.	)	Hon. Lindsay C. Jenkins
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	
Defendant.	)	

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING 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 notification 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

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 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 proposed Settlement Notice Plan ("Notice Plan") and Notices (the "Notice" or "Notices") for the proposed Settlement reached with defendants in *Tuccori v. At World Properties, LLC*, No. 1:24-cv-00150; *Maslanka et al. v. Baird & Warner, Inc.*, No. 1:24-cv-02399; *Hartz v. Real Estate One, Inc.*, No. 1:24-cv-03160; *Wallach et al. v. Silvercreek Realty Group LLC*, No. 1:24-cv-3356; *Zawislak et al. v. Equity Realtors L.L.C. d/b/a Equity Real Estate et al.*, No. 24-cv-9039; *Lopez v. NextHome, Inc. et al.*, No. 24-cv-11735; and *Lopez v. Jennifer Ames Chicago, Inc.*, No. 1:25-cv-04207, pending in the United States District Court for the Northern District of Illinois, Eastern Division. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this Settlement. We have analyzed and proposed the best notice practicable of providing 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 will maintain 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, will govern Epiq's administration responsibilities for the action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

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 to a client. Epiq will not use any information to be provided by Settlement Class Members for any other purpose than the administration of this action, specifically the information will not be used, disseminated, or disclosed by or to any other person for any other purpose.

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 METHODOLOGY

17. Rule 23 of the Federal Rules of Civil Procedure directs that notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort" and that "the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means."[1] The Notice Plan will satisfy these requirements.

18. The Notice Plan is designed to reach the greatest practicable number of Settlement Class Members. Given our experience with similar notice efforts, we expect the Notice Plan will reach approximately 80% of the Settlement Class with direct notice via email and a digital/internet notice program (digital notice and social media) with an average frequency of 3.0. "Reach" refers to the estimated percentage of the unduplicated audience exposed to the notice. Notice exposure is defined as the opportunity to see a notice. "Frequency" of notice exposure is the average number of times that those reached by a notice were exposed to the notice. The reach will be further enhanced by internet sponsored search listings, an informational release, *Top Class Action* Sponsorship, and a settlement website, which are not included in the estimated reach calculation. In my experience, the Notice Plan is consistent with other court-approved notice programs, is the best notice practicable under the circumstances of this case and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[2]

19. Data sources and tools commonly employed by experts in the advertising industry were used to analyze and develop the media component of the Notice Plan. These resources

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[1] Fed. R. Civ. P. 23(c)(2)(B).

[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 . . .").

include MRI-Simmons,[3] which provides statistically significant readership and product usage data, and Comscore,[4] which provides similar usage data specific to online media, and Alliance for Audited Media ("AAM")[5] statements, which certify how many readers buy or obtain copies of publications. These tools, as applicable, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow the net (unduplicated) reach of a particular media schedule to be determined. The combined results of this analysis are used to help determine the sufficiency and effectiveness of a notice program.

20. ***Tools and data trusted by the communications industry and courts.*** Virtually all the nation's largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis

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[3] MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC ("MRI") and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

[4] Comscore is a global internet information provider for planning, transacting, and evaluating media across platforms. With a data footprint that combines digital, linear TV, OTT and theatrical viewership intelligence with advanced audience insights, Comscore allows media buyers and sellers to quantify their multiscreen behavior. A leader in measuring digital and TV audiences and advertising at scale, Comscore is the industry's emerging, third-party source for reliable and comprehensive cross-platform measurement.

[5] Established in 1914 as the Audit Bureau of Circulations ("ABC") and rebranded as Alliance for Audited Media ("AAM") in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third-party auditing organization in the U.S. It is the industry's leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM's Board of Directors is comprised of representatives from the publishing and advertising communities.

methodologies, to guide the billions of dollars of advertising placements seen today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluating legal notice programs and have been regularly accepted by courts.

21. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914;[6] 90 to 100% of media directors use reach and frequency planning;[7] MRI-Simmons reports that 300+ agencies, including the majority of the top 100 and all major holding companies use their research. MRI-Simmons data is accredited by the Media Rating Council (MRC), a United States–based nonprofit organization that manages accreditation for media research and rating purposes. Comscore is used by the largest television networks, digital media properties, brands, agencies, and film studios in the world for digital media buying and planning.

22. *Demographics.* In selecting media to target the class, the demographics of likely members of the class were analyzed. According to MRI-Simmons syndicated media research, adults in the U.S. who have used a real estate agent to buy a home have the following demographics:

- 51% are men; 49% are women;
- 42% are aged 18-34;
- 35% are aged 35-54;
- 23% are aged 55+;

[6] https://auditedmedia.com/about/who-we-are.
[7] *See generally* Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

- 82% have a household income of $60,000+;
- 36% have a household income of $150,000+;
- 65% work full time;
- 45% graduated college or higher;
- 54% are married;
- 98% use the internet;
- 89% use social media; and
- 18% are Spanish/Hispanic and 19% speak Spanish most often.

NOTICE PLAN DETAIL

23. The Notice Plan is designed to provide notice to the following "Settlement Class," defined in the Settlement Agreement as:

> All persons who purchased a home that was listed on an MLS anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Periods.
>
> Excluded from the Settlement Class are: persons who submit a valid request to be excluded from the Settlement Class; persons who have separately released the Released Claims against a Settling Defendant in a court approved class settlement in Burnett, Gibson or Keel, but only as to that Settling Defendant; the Parties' counsel; the Special Master for Mediation; the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

NOTICE PLAN

Individual Notice

24. It is my understanding from Counsel for the parties that Epiq will be provided data for identified members of the Settlement Class to the extent the Settling Defendants have necessary contact information for individual Settlement Class Members ("Class List"). Epiq may perform reverse look-up searches on Settlement Class Member records without a valid email address to see

if a better email address can be identified. An Email Notice will be sent to all identified Settlement Class Members for whom a valid email address is available.

25. The following industry standard best practices will be followed for the Email Notice. The Email Notice is drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will be created using an embedded html text format. This format will provide easy-to-read text without graphics, tables, images, and other elements that in our experience would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of email communication. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk "SPAM" or "junk" email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail services. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the settlement website. By clicking the link, recipients will be able to easily access the Long Form Notice and other information about the Settlement. The Email Notice will clearly and concisely summarize the Settlement and the legal rights of the Settlement Class.

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

Media Plan

Internet Digital Notice Campaign

27. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of class certification and/or a settlement for a class action case. According to MRI-Simmons[8] data, 97% of all adults are online and 84% of all adults use social media.[9]

28. The Notice Plan includes targeted digital advertising ("Digital Notices") on the selected advertising networks, *Google Display Network* and *Yahoo Audience Network*, which represent thousands of digital properties across all major content categories. Digital Notices will be targeted to selected target audiences and are designed to encourage participation by members of the class—by linking directly to the settlement website, allowing visitors easy access to relevant information and documents.

29. Digital Notices will also be placed on the leading social media platforms in the United States, including *Facebook*, *Instagram*, and *YouTube*. The social media campaign will use

[8] MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is a joint venture of GfK Mediamark Research & Intelligence, LLC ("MRI") and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

[9] MRI-Simmons 2025 Survey of the American Consumer®.

an interest-based approach which focuses on the interests that users exhibit while on the social media platforms, capitalizing on the target audience's propensity to engage in social media.

30. *Facebook* is the leading social networking site in the United States with 196 million users and *Instagram* has 171 million active users in the United States.[10]

31. Video ads (30-second Videos Notices) will be displayed on *YouTube* providing an easy and accessible way for individuals to learn about the Settlement and be directed to the settlement website for additional information. *YouTube* is the largest streaming video website in the United States with approximately 253 million users.[11]

32. The Digital Notices will be distributed to a variety of target audiences, including those relevant to individuals' demonstrated interests and/or likes. All Digital Notices will appear on desktop, mobile, and tablet devices. Digital Notices on *Google Display Network*, *Yahoo Audience Network*, *Facebook*, and *Instagram*, will be displayed nationwide in English and Spanish and *YouTube* will be displayed nationwide in English. Digital Notices will also be targeted (remarketed) to people who click on a Digital Notice.

33. More details regarding the target audiences, specific ad sizes of the Digital Notices, and the number of planned impressions are included in the following table:

Network/ Property	*Target*	*Language*	*Ad Size*	*Planned Impressions*
Google Display Network	Homeowners age 25-64 with Household Income of $60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	165,000,000

[10] Statista Digital 2025: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.
[11] Kemp, Simon. "Digital 2024: The United States of America - DataReportal – Global Digital Insights." DataReportal, February 22, 2024. https://datareportal.com/reports/digital-2024-united-states-of america#:~:text=LinkedIn%20users%20in%20the%20United,while%2050.0%20percent%20was %20male.

Network/ Property	*Target*	*Language*	*Ad Size*	*Planned Impressions*
Google Display Network	Select Site Targeting[12] for Homeowner	English	728x90, 300x250, 300x600, 970x250	25,000,000
Yahoo Audience Network	Homeowners age 25-64 with Household Income of $60k+	English & Spanish	728x90, 300x250, 300x600, 970x250	60,000,000
Facebook	Homeowners age 25-64 with Household Income of $60k+	English & Spanish	Newsfeed & Right Hand Column	96,000,000
Instagram	Homeowners age 25-64 with Household Income of $60k+	English & Spanish	Newsfeed	55,000,000
YouTube	Homeowners age 25-64 with Household Income of $60k+	English	:30 Video Ads	30,000,000
TOTAL				**431,000,000**

34. Combined, approximately 431 million targeted impressions will be generated by the Digital Notices, which will be targeted nationwide. The Digital Notices will run for approximately six weeks.[13] Clicking on the Digital Notices will link the readers to the settlement website, where they can easily obtain detailed information about the Settlement.

Sponsored Search Listings

35. To facilitate locating the Settlement Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When visitors to these search engines search for selected keyword combinations related to the Settlement, the sponsored search listing advertisement created for this Settlement will be displayed. Generally, the sponsored search listing advertisement will appear at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-

[12] Select Sites may include goodhousekeeping.com, hgtv.com, bhg.com, loveandrenovations.com, thespruce.com, homesandgardens.com, countryliving.com, southernliving.com, homedit.com, and familyhandyman.com, among others.

[13] The third-party ad management platform, ClickCease will be used to audit the Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent, or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

browser screen. The sponsored search listings will be displayed nationwide. All sponsored search listings will link directly to the settlement website.

Informational Release

36. To build additional reach and extend exposures, a party-neutral Informational Release (in both English and Spanish) will be issued nationwide over *PR Newswire's U.S.1* and *Hispanic Newsline* to approximately 13,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the United States as well as over 4,000 websites, online databases, internet networks, and social networking media. The Informational Release will also be issued to approximately 145 contacts covering neurology and over 550 contacts covering the general health industry.

37. The *Hispanic Newsline* reaches over 1,900 Hispanic US general media contacts as well as up to 4,840 additional industry-specific Hispanic media contacts. The Hispanic release also includes a guaranteed placement on 40+ Hispanic websites and/or news portals.

38. The Informational Release will include the settlement website address and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

Top Class Actions Sponsorship

39. To build additional exposure, Epiq will purchase a sponsorship through *Top Class Actions*. The *Top Class Actions* sponsorship will include a home page feature, two newsletters, an email blast, social postings, and a social video posting.

Settlement Website

40. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Relevant documents will be posted on the Settlement Website,

including the Settlement Agreement, Preliminary Approval Order, Claim Form, Long Form Notice, and other case-related documents. In addition, the settlement website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members will also be able to file a Claim Form on the settlement website. The settlement website address will be prominently displayed in all Notice documents.

Toll-Free Telephone Number

41. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message and will have the option to learn more about the Settlement in the form of recorded answers to FAQs. This automated telephone system will be available 24 hours per day, 7 days per week. The toll-free telephone number will be prominently displayed in all Notice documents.

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

Claim Submission & Distribution Options

43. The Notices will provide a detailed summary of relevant information about the Settlement, including the settlement website address, and how Settlement Class Members can submit a Claim Form online or by mail. Epiq will work with the parties to select an appropriate menu of digital payment options. The type of digital payment selected does not impact Epiq's

compensation for its work as Settlement Administrator, and no digital option is discouraged relative to other options.

CONCLUSION

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

45. The Notice Plan will reach approximately 80% of the Settlement Class with direct notice via email and a digital/internet notice program (digital notice and social media) with an average frequency of 3.0. The reach will be further enhanced by internet sponsored search listings, an informational release, *Top Class Action* Sponsorship, and a settlement website, which are not included in the estimated reach calculation. 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. 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%."[14] Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

46. The Notice Plan follows the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize

[14] 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.

the need: (a) to endeavor to actually inform the Settlement Class, 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

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).

47. The Notice Plan will provide the best notice practicable under the circumstances, conform to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comport with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfy the requirements of due process, including its "desire to actually inform" requirement.

48. The Notice Plan schedule will afford enough time to provide full and proper notice to the Settlement Class Members before the opt-out and objection deadlines.

49. At the conclusion of the Notice Plan, I will provide a declaration verifying the effective implementation of the Notice Plan.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 9, 2025.

Cameron R. Azari, Esq.

Attachment 1

epiq

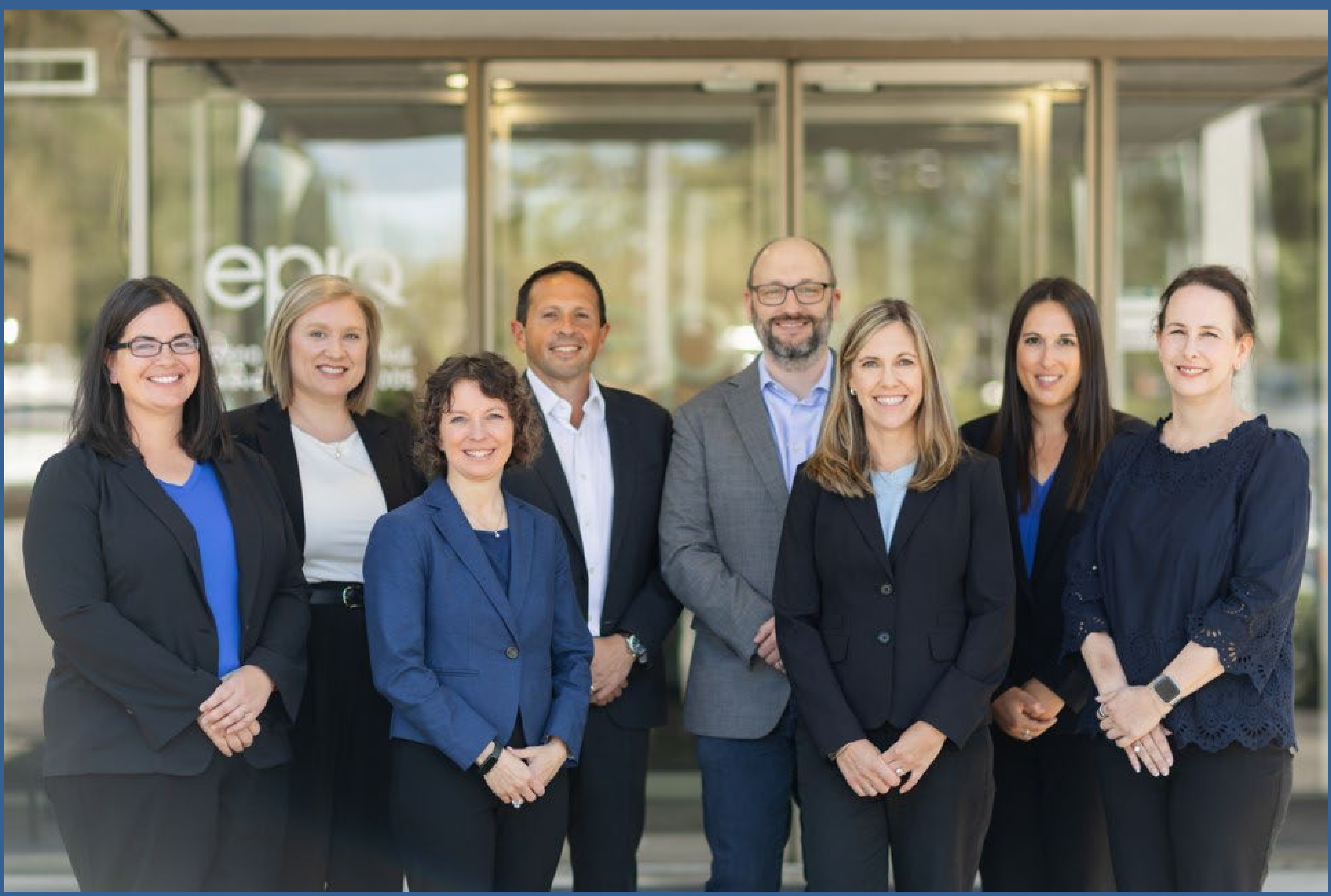
legal noticing℠

Legal Noticing Experts

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

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

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



Case Expertise

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

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

10.7M
email notices

836M
digital impressions

80%
of class reached

$190M
settlement

93.6M
email or mail notices

96%
of class reached

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

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

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

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

$85M
settlement

158M
email or mail notices

91%
of class reached

Case Expertise

$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

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

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

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

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

$21M
settlement

620.1M
digital impressions

80.2%
of class reached

$1.91B
settlements

61.8M
mail notices

95%
reach of notice program

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

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

Case Expertise

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

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

$60M
settlement

13.8M
email or mail notices

$88M
settlements

7.92M
email or mail notices

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

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

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

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

$50M
settlement

5.1M
email or mail notices

$63M
settlement

758M
digital impressions

85%
of class reached

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

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

Case Expertise

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

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

$175M
settlement benefits

13.8M
email or mail notices

93% – 95%
of class reached

geo-targeted
media noticing

95%
of class reached

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

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

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

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

$26.5M
settlement

29M
email notices

93.7%
of class reached

1.8M
mail or email notice to vehicle owners

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

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

epiq legal noticing℠

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.)

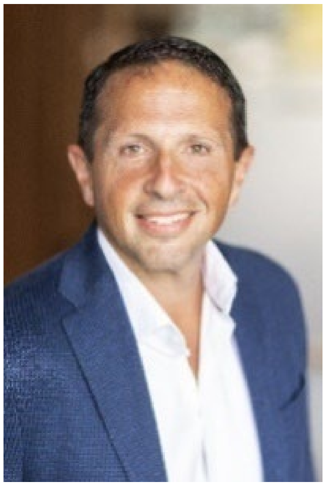
Epiq implemented an extensive notice effort for asbestos personal injury claims with nationwide consumer print, trade and union labor publications, digital notices, an informational release, and a website.

asbestos, personal injury claims
notice program

epiq legal noticing℠

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.

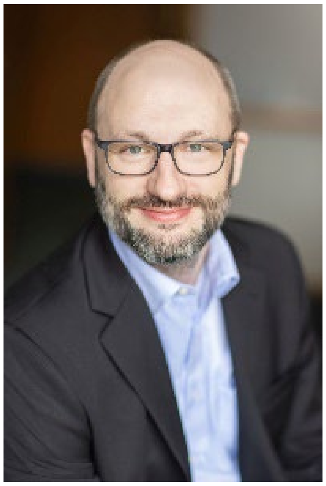
He is an active author and speaker. Cam holds a J.D. from Northwestern School of Law at Lewis and Clark College and a B.S. from Willamette University. He is an active member of the Oregon State Bar. Cam can be reached at caza@epiqglobal.com.

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.

epiq legal noticing℠

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 ILSC 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% o 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 lor 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)(l), 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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail

was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

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

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

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

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

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

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

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

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

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

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

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

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Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "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.

Judicial Quotes

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

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.

Judicial Quotes

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 *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 *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.

Judicial Quotes

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.

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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.
Beauford v. The Johns Hopkins Hospital, Inc. et al. (Pixel)	Cir. Ct. Baltimore Cnty., No. C-03-CV-23-000501
Doe v. Clinivate, LLC	Sup. Ct. Cnty. of Contra Costa, Cal., No. C22-01620
Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum (Data Breach)	E.D. Penn., No. 2:22-cv-04676
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Farley et al. v. Eye Care Leaders Holding, LLC (Data Breach)	M.D.N.C., No. 1:22-cv-00468
In re Wright & Filippis, LLC Data Security Breach Litigation	E.D. Mich., No. 2:22-cv-12908
Holden et al. v. Guardian Analytics, Inc. et al. (Data Breach)	D.N.J., No. 2:23-cv-2U5
Bobo et al. v. Clover Network, LLC (TCPA)	18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill., No. 2023CH000168
Dam v. Perkins Coie, LLP et al. (Crypto)	E.D. Wash., No. 2:20-CV-00464
Hoover et al. v. Camping World Group, LLC et al. (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00037
In re Hope College Data Security Breach Litigation	W.D. Mich., No. 1:22-cv-01224
Shaffer et al. v. George Washington University et al. (Tuition Fees)	D.D.C., No. 20-1145
In re U.S. Vision Data Breach Litigation	D.N.J., No. 1:22-cv-06558
Qureshi et al. v. American University (Tuition Fees)	D.D.C., No. 1:20-cv-01141
In re Canon U.S.A. Data Breach Litigation	E.D.N.Y., No. 1:20-cv-06239
Patterson et al. v. DPP II LLC et al. (Data Breach)	Dist. Ct of Dallas Cnty., Tex., No. DC-23-01733
In re Hyundai and Kia Engine Litigation II	C.D. Cal, No. 8:18-cv-02223
Perez et al. v. Discover Bank (Alienage & Immigration Status Discrimination - Civil Rights for Loans)	N.D. Cal., No. 3:20-cv-06896
In re Google Location History Litigation	N.D. Cal., No. 5:18-cv-05062
Finn and Contristano v. Empress Ambulance Services, Inc. (Data Breach)	Sup. Ct. N.Y., Cnty. of Westchester, No. 61058/2023
Ward-Howie v. Frontwave Credit Union (Bank Fees)	Sup. Ct. Cal. San Diego Cnty., Cal., No. 37-2022-00016328
Morrow et al. v. Navy Federal Credit Union (Bank Fees)	E.D. Va., No. 1:21-cv-00722
In re Goodman Campbell Brain and Spine Data Incident Litigation	Ind. Comm. Ct., No. 49D01-2207-PL-024807
Healy et al. v. Reiter Affiliated Companies, LLC (Data Breach)	Sup. Ct. Cal., Cnty. of Monterey, No. 22-cv-003056
Wells Fargo Bank, N.A. v. Agak (Bank Fees)	Sup. Ct. Cnty. of Ventura, Cal., No. 56-2017-00500587-CL-CL-VTA

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Case Name	Court & Case No.
Crema v. Apple Inc. and Apple Canada Inc. (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
Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital (Data Breach)	N.D. Tex., No. 5:23-cv-00036
Hu et al. v. BMW of North America LLC et al. (Product Liability Auto Emissions)	D.N.J., No. 2:18-cv-04363
Williams et al. v. Tallahassee Memorial Healthcare, Inc. (Data Breach)	2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430
Doe v. Lima Memorial Hospital et al. (Pixel)	Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490
Mikulecky et al. v. Lutheran Social Services of Illinois (Data Breach)	Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895
In re Lipitor Antitrust Litigation (End Payors - TPPs & Consumers) (Antitrust)	D.N.J., No. 3:12-cv-2389; MDL. 2332
In re American Financial Resources, Inc. Data Breach Litigation	D.N.J., No. 2:22-cv-01757
Lemar Agnew v.Foris DAX, Inc. d/b/a Crypto.com (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435
Domitrovich et al. v. M.C. Dean, Inc. (Data Breach)	E.D. Vir., No. 1:23-cv-00210
Moradpour v. Velodyne Lidar, Inc. et al. (Securities)	N.D. Cal., No. 3:21-cv-01486
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Briscoe et al. v. First Financial Credit Union (Data Breach)	2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974
Niewinski et al. v. State Farm Life Insurance Company et al. (Universal Life Insurance Policies)	W.D. Mo., No. 23-04159-CV
Sherwood et al. v. Horizon Actuarial Services, LLC (Data Breach)	N.D. Ga., No. 1:22-cv-01495
Prescott et al. v. Reckitt Benckiser LLC (False Advertising)	N.D. Cal, No. 5:20-cv-02101
Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare (Data Breach)	Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23
In re Waste Management Data Breach Litigation	S.D. N.Y., No. 1:21-cv-06199
Medina et al. v. PracticeMax, Inc. (Data Breach)	D. Ariz., No. CV-22-01261
Cavanaugh et al. v. Grenville Christian College et al.	Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00
Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A. (Data Breach)	M.D. Tenn., No. 3:23-cv-00598
Sayas et al. v. Biometric Impressions Corp. (BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201
Nimsey v. Tinker Federal Credit Union (Overdraft Fees)	Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084
Fiorentino v. Flosports, Inc. (VPPA)	D. Mass., No. 1:22-cv-11502
Nielsen v. Walt Disney Parks and Resorts U.S., Inc., (Consumer False Advertising)	C.D. Cal, No. 8:21-cv-02055

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Case Name	Court & Case No.
Mayheu et al. v. Chick-fil-A Inc. (Delivery Fees & Menu Prices)	Sup. Ct. Fulton Cnty., Ga., No.2022CV365400
Arevalo et al. v. USAA Casualty Insurance Company et al. (Consumer)	Dist. Ct., Bexar County, Tex. 285th Jud. Dist, No. 202-CI-16240
In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District	N.D. Cal., No. 3:21-md-02996-CRB
In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision	N.D. Cal., No. 3:21-md-02996-CRB
Beasley et al. v. *TTEC Services Corporation; Anderson v. TTEC Services Corporation* (Data Breach)	D. Col, No. 22-cv-00097; No. 22-cv-00347
In re PFA Insurance Marketing Litigation	N.D. Cal, No. 4:18-cv-03771 YGR
Stauber v. Sudler Property Management (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill, No. 2023LA000411
In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness et al. (Health Net)	N.D. Cal., MDL 3002, No. 5:21-CV-01155; 5:21-cv-03322-EJD
Roberts et al. v. Zuora Inc. et al. (Securities)	N.D. Cal., No. 3:19-cv-03422
Black v. USAA Casualty Insurance (Auto Insurance)	N.D. Ga., No. 1:21-cv-01363
Alexander et al. v. Salud Family Health, Inc.	19th Dist. Ct. Greeley Cnty., Col., No. 2023CV030580
Jackson et al. v. Fandango Media, LLC (VPPA)	18th Jud. Cir. Ct. Dupage Cnty., Ind., No. 2023LA000631
In re Cattle and Beef Antitrust Litigation	D.Minn., No. 22-3031
Ross et al. v. Panda Restaurant Group, Inc.	Sup. Ct. Cal., Cnty of Los Angeles, No. 21STCV03662
Fernandez et al. v. 90 Degree Benefits Wisconsin et al.	E.D. Wis., No. 2:22-cv-00799
Gudgel et al. v. Reynolds Consumer Products, Inc. et al.	Cir. Ct. 19th Jud. Cir., Lake Cnty, Ill., No. 23LA00000486
Julien et al. v. Cash Express, LLC (Data Breach)	Cir. Ct. Putnam Cnty., Tenn., No. 2022-CV-221
Sharma et al. v. Accutech Systems Corporation (Data Breach)	Cir. Ct. 2, Del. Cnty, Ind., No. 18C02-2210-CT-000135
Young et al. v. Military Advantage, Inc. d/b/a Military.com	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00535
Lukens v. Utah Imaging Associates, Inc.	3rd Dist. Ct., Salt Lake Cnty., Utah, No. 210906618
Miranda v. Xavier University (Tuition)	S.D. Ohio, No. 1:20-cv-00539
Holly Wedding et al. vs. California Public Employees' Retirement System et al. (Calpers II Settlement)	Sup. Ct. Cnty of Los Angeles, Cal., No. BC517444
Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee (Florida Telephone Solicitation Act)	11th Jud. Cir. Ct. Miami-Dade Cnty., Fla., No. 2023-001405-CA-01
Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company (Property and Casualty Insurance)	Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla., No. 21-CA-002738
Perry v. Schnuck Markets, Inc. (Consumer Product)	Cir. Ct. City of St. Louis, Mo., No. 2022-CC10425

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Case Name	Court & Case No.
Gold et al. v. New York Life Insurance Co. et al. (FLSA Wage / Overtime)	Sup. Ct. N.Y., Cnty of New York, No. 653923/2012
Banks et al. v. Allstate Fire & Casualty Insurance Company (Auto Insurance PIP)	M.D. Penn., No. 19-cv-01617
Dyck v. Tahoe Resources, Inc. (Securities)	Sup. Ct. of Justice – Ontario, No. CV-18-00606411-00CP
Ambrose et al. v. Boston Globe Media Partners, LLC. (VPPA)	D. Mass., No. 1:22-cv-10195
King et al. v. PeopleNet Corporation (Undisclosed Data Collection)	Cir. Ct. Cook Cnty., Ill., No. 2021-CH-01602
South et al. v. Progressive Select Insurance Company (Automobile Total Loss)	S.D.Fla., No. 19-21760-CIV
Paris et al. v. Progressive American Insurance Company et al. (Automobile Total Loss)	S.D.Fla., No. 19-21761-CIV
Silva et al. v. Connected Investors, Inc. (TCPA)	E.D.N.C., No. 7:21-cv-00074
In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation (Juul and Altria Settlements)	N.D. Cal., No. 19-md-02913
Dusko v. Delta Airlines, Inc. (Airline Ticket Refunds)	N.D. Ga., 1:20-cv-01664
Rogowski et al. v. State Farm Life Insurance Company et al. (Whole Life or Universal Life Insurance)	W.D. Mo., No. 4:22-cv-00203
Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown (TCPA)	W.D.N.Y., No. 1:22-cv-00309
In re Hyundai and Kia Engine Litigation II	C.D. Cal., No. 8:18-cv-02223
In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation	S.D. Ind., No. 3:21-cv-00007
Meier v. Prosperity Bank (Bank Fees & Overdraft)	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
Middleton et al. v. Liberty Mutual Personal Insurance Company et al. (Auto Insurance Claims Sales Tax)	S.D. Ohio, No. 1:20-cv-00668
Checchia v. Bank of America, N.A. (Bank Fees)	E.D. Penn., No. 2:21-cv-03585
McCullough v. True Health New Mexico, Inc. (Data Breach)	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. (Swiss Franc LIBOR-Based Derivatives)	S.D.N.Y., No. 1:15-cv-00871
Duggan et al. v. Wings Financial Credit Union (Bank Fees)	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
Miller v. Bath Saver, Inc. et al. (TCPA)	M.D. Penn., No. 1:21-cv-01072
Chapman v. Insight Global LLC. (Data Breach)	M.D. Penn., No. 1:21-cv-00824
Thomsen et al. v. Morley Cos., Inc. (Data Breach)	E.D. Mich., No. 1:22-cv-10271
Walker v Highmark BCBSD Health (TCPA)	W.D. Penn., No. 20-cv-01975
In re Scripps Health Data Incident Litigation (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
In re Robinhood Outage Litigation (Trading Outage)	N.D. Cal., No. 3:20-cv-01626

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Case Name	Court & Case No.
Dickens et al. v. Thinx, Inc. (Consumer Product)	S.D.N.Y., No. 1:22-cv-04286
Service et al. v. Volkswagen Group of America et al. (Data Breach)	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company (Automobile Total Loss)	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. (Data Breach)	S.D. Fla., No. 21-cv-61275
Rivera v. IH Mississippi Valley Credit Union (Overdraft)	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
Guthrie v. Service Federal Credit Union (Overdraft)	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
Churchill et al. v. Bangor Savings Bank (Overdraft)	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (Medical Insurance)	27th Jud. D. Ct. La., No. 16-C-3647
Brower v. Northwest Community Credit Union (Bank Fees)	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
Kent et al. v. Women's Health USA, Inc. et al. (IVF Antitrust Pricing)	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S
In re U.S. Office of Personnel Management Data Security Breach Litigation	D.D.C., No. MDL No. 2664, 15-cv-01394
In re fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
In re Zoom Video Communications, Inc. Privacy Litigation	N.D. Cal., No. 3:20-cv-02155
Browning et al. v. Anheuser-Busch, LLC (False Advertising)	W.D. Mo., No. 20-cv-00889
Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)	N.D. Ga., No. 1:19-cv-01411
In re Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
In re Takata Airbag Class Action Settlement - Australia Settlement *Louise Haselhurst v. Toyota Motor Corporation Australia Limited* *Kimley Whisson v. Subaru (Aust) Pty Limited* *Akuratiya Kularathne v. Honda Australia Pty Limited* *Owen Brewster v. BMW Australia Ltd* *Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited* *Camilla Coates v. Mazda Australia Pty Limited*	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (Smithfield Foods, Inc.)	D. Minn., No. 0:18-cv-01776
Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
In re Capital One Consumer Data Security Breach Litigation	E.D. Va., MDL No. 2915, No. 1:19-md-02915
Aseltine v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)	Cir. Ct. Cal. Alameda Cnty., No. RG21088118

Legal Noticing Cases

Case Name	Court & Case No.
In re Morgan Stanley Data Security Litigation	S.D.N.Y., No. 1:20-cv-05914
DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)	C.D. Cal., No. 2:20-cv-05692
In re California Pizza Kitchen Data Breach Litigation	C.D. Cal., No. 8:21-cv-01928
Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)	D. Mass., No. 1:16-cv-11512
Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
Dearing v. Magellan Health Inc. et al. (Data Breach)	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)	S.D.N.Y., No. 1:20-cv-02667
In re Takata Airbag Products Liability Litigation (Volkswagen)	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
Beiswinger v. West Shore Home, LLC (TCPA)	M.D. Fla., No. 3:20-cv-01286
Cochran et al. v. The Kroger Co. et al. (Data Breach)	N.D. Cal., No. 5:21-cv-01887
Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)	N.D. Tex., No. 3:20-cv-03424
Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)	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
Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)	C.D. Cal., No. 8:21-cv-00621
Abramson v. Safe Streets USA LLC (TCPA)	E.D.N.C., No. 5:19-cv-00394
Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)	M.D. Fla., No. 8:20-cv-01798
Mayo v. Affinity Plus Federal Credit Union (Overdraft)	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)	C.D. Cal., No. 5:19-cv-02456
Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)	E.D. Va., No. 3:22-cv-00055
Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)	E.D. Va., No. 3:21-cv-00019
Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)	N.D. Ill., No. 1:18-cv-02068
Fallis et al. v. Gate City Bank (Overdraft)	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)	C.D. Cal., No. 2:18-cv-03019

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Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) *Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.*	N.D. Ill., No. 1:20-cv-02295
Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)	D. Alaska, No. 3:19-cv-00229
Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)	E.D.N.Y., No. 1:18-cv-07124
In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)	D. Minn., No. 0:18-cv-01776
Lozano v. CodeMetro Inc. (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)	N.D. Cal., No. 3:17-cv-03529
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Thompson et al. v. Community Bank, N.A. (Overdraft)	N.D.N.Y., No. 8:19-cv-00919
Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)	E.D. Mich., No. 2:14-cv-12719
Silveira v. M&T Bank (Mortgage Fees)	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
In re Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)	C.D. Cal., No. 4:17-cv-02856
Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534
In re Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
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Grace v. Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)	N.D. Cal., No. 17-cv-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-08605
In re Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
In re Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
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Pennington v. Tetra Tech, Inc. et al. (Property)	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)	N.D. Cal., No. 3:16-cv-04067

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In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
Sager et al. v. Volkswagen Group of America, Inc. et al.	D.N.J., No. 18-cv-13556
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Richards et al. v. Chime Financial, Inc. (Service Disruption)	N.D. Cal., No. 4:19-cv-06864
In re Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
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Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)	M.D. Fla., No. 3:18-cv-01011
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Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
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Ciuffitelli et al. v. Deloitte & Touche LLP et al.	D. Ore., No. 3:16-cv-00580
In re Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
In re Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
Robinson v. First Hawaiian Bank (Overdraft)	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
Armon et al. v. Washington State University (Data Breach)	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson et al. v. Volkswagen Group of America, Inc. et al.	S.D. Fla., No. 17-cv-23033
Prather v. Wells Fargo Bank, N.A. (TCPA)	N.D. Ill., No. 1:17-cv-00481

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Coffeng et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
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In re TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
Liggio v. Apple Federal Credit Union	E.D. Va., No. 1:18-cv-01059
Garcia v. Target Corporation (TCPA)	D. Minn., No. 16-cv-02574
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-01061
McKinney-Drobnis et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-06450
In re Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
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In re Kaiser Gypsum Company, Inc. et al. (Asbestos)	Bankr. W.D. N.C., No. 16-31602
Kuss v. American HomePatient, Inc. et al. (Data Breach)	M.D. Fla., No. 8:18-cv-02348
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In re Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., MDL No. 2633, No. 3:15-md-02633
Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)	N.D. Cal., No. 16-cv-00278
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Trujillo et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:15-cv-01394
Cox et al. v. Ametek, Inc. et al. (Toxic Leak)	S.D. Cal., No. 3:17-cv-00597
Pirozzi et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-cv-00807
Lehman v. Transbay Joint Powers Authority et al. (Millennium Tower)	Sup. Ct. Cal., No. GCG-16-553758
In re FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744

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Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
In re Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. (Data Breach)	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
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Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
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In re HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of *In re Checking Account Overdraft*	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
Naiman v. Total Merchant Services, Inc. et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
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Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.	S.D. Tex., No. 4:17-cv-03852
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Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006
Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)	N.D. Cal., No. 3:16-cv-05486
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Gergetz v. Telenav, Inc. (TCPA)	N.D. Cal., No. 5:16-cv-04261
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Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	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
In re Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)	S.D. Fla., MDL No. 2599
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In re Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)	S.D. Fla., MDL No. 2599
In re Takata Airbag Products Liability Litigation (OEM – Ford)	S.D. Fla., MDL No. 2599
Poseidon Concepts Corp. et al. (Canadian Securities Litigation)	Ct. of QB of Alberta, No. 1301-04364
Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)	C.D. Cal., No. 8:14-cv-02011
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In re Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
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Ma et al. v. Harmless Harvest Inc. (Coconut Water)	E.D.N.Y., No. 2:16-cv-07102
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The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy)	D. Puerto Rico, No. 17-cv-04780
In re Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
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McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
Gottlieb v. Citgo Petroleum Corporation (TCPA)	S.D. Fla., No. 9:16-cv-81911
Farnham v. Caribou Coffee Company, Inc. (TCPA)	W.D. Wis., No. 16-cv-00295
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Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV

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In re Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)	N.D. Cal., MDL No. 2672
In re HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
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MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. (Overdraft Fees)	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
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In re Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
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.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
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Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
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In re Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
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In re MI Windows and Doors Inc. Products Liability Litigation (Building Products)	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., No. 11-cv-06700
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-md-2221
Wong et al. v. Alacer Corp. (Emergen-C)	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-cv-07666
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
McGann et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., No. 1322-CC00800
Rose v. Bank of America Corporation et al. (TCPA)	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Glube et al. v. Pella Corporation et al. (Building Products)	Ont. Super. Ct., No. CV-11-4322294-00CP
Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)	Ark. Cir. Ct., No. 60CV03-4661
Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056

Legal Noticing Cases

Case Name	Court & Case No.
Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Evans et al. v. TIN, Inc. et al. (Environmental)	E.D. La., No. 2:11-cv-02067
Casayuran v. PNC Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Anderson v. Compass Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
In re Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation (Building Products)	N.D. Ill., No. 06-cv-04481
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-04191
Marolda v. Symantec Corporation (Software Upgrades)	N.D. Cal., No. 3:08-cv-05701
In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)	E.D. La., MDL No. 2179
In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)	Ont. Super. Ct., No. 00-cv-192059 CP
Nelson v. Rabobank, N.A. (Overdraft Fees)	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Harris v. Associated Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth (Overdraft Fees)	W.D. Ark., No. 1:12-cv-01016
LaCour v. Whitney Bank (Overdraft Fees)	M.D. Fla., No. 8:11-cv-01896
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463

Legal Noticing Cases

Case Name	Court & Case No.
Williams v. S.I.F. Consultants (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
Sachar v. Iberiabank Corporation, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Williams v. Hammerman & Gainer, Inc. (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Risk Management)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Hammerman)	27th Jud. D. Ct. La., No. 11-C-3187-B
Gunderson v. F.A. Richard & Assocs., Inc. (First Health)	14th Jud. D. Ct. La., No. 2004-002417
Delandro v. County of Allegheny (Prisoner Strip Search)	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A., as part of *In re Checking Account Overdraft*	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
Vereen v. Lowe's Home Centers (Defective Drywall)	Ga. Super. Ct., No. SU10-cv-2267B
Trombley v. National City Bank, as part of *In re Checking Account Overdraft*	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
Schulte v. Fifth Third Bank (Overdraft Fees)	N.D. Ill., No. 1:09-cv-06655
Satterfield v. Simon & Schuster, Inc. (Text Messaging)	N.D. Cal., No. 06-cv-02893
Coyle v. Hornell Brewing Co. (Arizona Iced Tea)	D.N.J., No. 08-cv-02797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-cv-03018
In re Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-cv-08742
Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)	14th Jud. D. Ct. La., No. 2004-002417
Miller v. Basic Research, LLC (Weight-loss Supplement)	D. Utah, No. 2:07-cv-00871
In re Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
Boone v. City of Philadelphia (Prisoner Strip Search)	E.D. Pa., No. 05-cv-01851
Little v. Kia Motors America, Inc. (Braking Systems)	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
Steele v. Pergo (Flooring Products)	D. Ore., No. 07-cv-01493
Pavlov v. Continental Casualty Co. (Long Term Care Insurance)	N.D. Ohio, No. 5:07-cv-02580
Dolen v. ABN AMRO Bank N.V. (Callable CD's)	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-cv-04182

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JAMES TUCCORI, individually and on behalf of similarly situated individuals,	)	No. 1:24-cv-00150
Plaintiff,	)	Hon. Lindsay C. Jenkins
v.	)	Related with:
AT WORLD PROPERTIES, LLC, an Illinois Limited Liability Company,	)	No. 24-cv-02399 No. 24-cv-03160 No. 24-cv-3356 No. 24-cv-9039 No. 24-cv-11735 No. 25-cv-04207
Defendant.	)	

PRELIMINARY APPROVAL ORDER

This matter having come before the Court for consideration of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Settlement, Certification of Settlement Class, and Appointment of Class Representatives and Settlement Class Counsel, the Court having reviewed in detail and considered the Motion, the Parties' Class Action Settlement Agreement, 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,

IT IS HEREBY ORDERED:

1. Unless stated otherwise, all capitalized terms used in this Order shall be defined and interpreted in accordance with the definitions in the Parties' Settlement Agreement.

2. The Parties have applied to the Court for preliminary approval of the proposed Settlement, the terms of which are set forth in the Settlement Agreement, and have provided the

Court with sufficient information to enable it to determine whether to certify the Settlement Class and preliminarily approve the Settlement.

3. Subject to further consideration by the Court at the time of final approval, the Court preliminarily approves the Parties' Settlement as falling within the range of possible final approval. The Court finds that the proposed Settlement, as set forth in the Settlement Agreement, is fair, reasonable and adequate, the Settlement Agreement was negotiated at arm's length by experienced counsel acting in good faith, including through multiple mediation sessions with highly experienced mediators, and the Settlement Agreement was reached as a result of those negotiations; there has been adequate opportunity for experienced counsel to evaluate the claims and risks at this stage of the litigation; and the Court will likely be able to approve the Settlement pursuant to Rule 23(e)(2).

4. For settlement purposes only, the Court finds that the prerequisites to class action treatment under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure – including numerosity, commonality, typicality, adequacy, superiority, and predominance – have been preliminarily satisfied.

5. The Court hereby conditionally certifies, pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3), and for the purposes of settlement only, the following Settlement Class consisting of:

> All persons who purchased a home that was listed on an MLS anywhere in the United States where a commission was paid to any brokerage in connection with the transaction during the Class Period.

6. The Settlement Class includes persons who purchased a home listed on any MLS, regardless of affiliation with NAR, including the Real Estate Board of New York ("REBNY"), the REBNY Residential Listing Service ("RLS"), the Northwest Multiple Listing Service

("NWMLS"), West-Penn Multi-List, Inc. ("WPMLS"), and MLS Property Information Network ("MLS PIN").

7. Excluded from the Settlement Class are persons who submit a valid request to be excluded from the Settlement Class; persons who have separately released the Released Claims against a Settling Defendant in a court approved class settlement in Burnett, Gibson or Keel, but only as to that Settling Defendant; the Parties' counsel; the Special Master for Mediation; the Court and staff to whom this case is assigned, and any immediate family members of the Court or its staff.

8. For settlement purposes only, the Court preliminarily finds that the Parties' Settlement Agreement and the proposed Settlement Class satisfy all of the prerequisites to maintenance of a class action listed in Federal Rule 23(a) and (b)(3), namely:

a. the members of the Settlement Class are so numerous that joinder is impracticable;

b. there are issues of law and fact common to the Settlement Class Members' claims;

c. Plaintiffs' claims are typical of the claims of the Settlement Class Members;

d. Plaintiffs and Class Counsel have and will continue to fairly and adequately represent the interests of the Settlement Class Members;

e. Common issues, including whether the Settling Defendants entered into any conspiracy and whether the challenged practices constitute a conspiracy to restrain trade in the market for residential real estate broker services in violation of Section 1 of the Sherman Antitrust Act and analogous state laws, predominate over any questions affecting only individual members of the Settlement Class; and

f. settlement of this action on a class basis is superior to other means of resolving the Litigation.

9. In making these preliminary findings, the Court has considered, *inter alia*, (1) the interests of the Settlement Class Members in individually controlling the prosecution or defense of separate actions; (2) the impracticality or inefficiency of prosecuting or defending separate actions; (3) the extent and nature of any litigation concerning these claims already commenced; and (4) the desirability of concentrating the litigation of the claims in a particular forum.

10. For settlement purposes only, Plaintiffs James Tuccori, Courtney Foregger, Kevin Cwynar, Dawid Zawislak, Michael D'Acquisto, and Alejandro Lopez a/k/a Aleandro Lopez are appointed as Class Representatives, and the following counsel are appointed as Class Counsel pursuant to Federal Rule 23(g):

Jonathan M. Jagher
FREED KANNER LONDON & MILLEN LLC
923 Fayette Street
Conshohocken, PA 19428

Matthew W. Ruan

FREED KANNER LONDON & MILLEN LLC
100 Tri-State International, Ste. 128
Lincolnshire, IL 60069

Myles McGuire
Evan Meyers
Paul T. Geske
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601

11. The Court finds that Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Settlement Class because: Plaintiffs' interests are consistent with those of Settlement Class Members; there appear to be no conflicts between or among Plaintiffs and the Settlement Class Members; Plaintiffs have been and appear to be capable of continuing to be active participants in both the prosecution and the settlement of this Litigation; and Plaintiffs and the

Settlement Class Members are represented by qualified, reputable counsel who are experienced in prosecuting class action cases, including those concerning antitrust violations.

12. The Court recognizes that, pursuant to the Settlement Agreement, the Settling Defendants retain all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes if the Settlement is not finally approved. Therefore, if the Settlement is not finally approved, and the Litigation resumes, 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.

13. In the event that a Settlement does not become final and effective for any reason or is validly rescinded or otherwise terminated as provided for in the Settlement Agreement, all proceedings had in connection with that Settlement and any orders regarding that Settlement shall be null and void, except insofar as expressly provided to the contrary in the Settlement Agreement, and without prejudice to the status quo ante rights of the Plaintiffs, the Settling Defendants, the Opt-In Settlors, and the Settlement Class Members.

14. Epiq Class Action & Claims Solutions, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice and claims process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement. At the appropriate time following the conclusion of the Opt-In Period, the Settlement Administrator is authorized to implement the parties' Class Notice Plan as outlined in the Declaration of Cameron R. Azari, Esq. Subject to further consideration following the filing of Plaintiffs' Notice Motion, the Court finds that the notice plan outlined in the Azari Declaration is the best notice practicable and satisfies the requirements of Rule 23 and due process.

15. The Court appoints the Hon. James F. Holderman (Ret.) of JAMS Chicago as Special Master for Mediation. The Special Master for Mediation:

a. will perform duties of conducting, supervising, and overseeing mediations with non-parties who elect to use the Special Master for Mediation pursuant to Option 1 in an effort to become an Opt-In Settlor;

b. will carry out all duties personally or through others working under the supervision of or in conjunction with the Special Master for Mediation with reasonable diligence;

c. has the authority to carry out the duties to facilitate mediations and settlements with non-parties, including the authority to require a non-party and/or its counsel to appear in person or remotely by videoconference for settlement conferences and mediations, but not have the authority to compel any entity to make or accept any specific offer of compromise;

d. may communicate with negotiating parties or the Court *ex parte* to the extent required, in the exercise of the Special Master for Mediation's individual judgment, to carry out his duties;

e. is not required to preserve or file records related to the Special Master for Mediation's activities;

f. shall provide the Court reports upon the Court's request and subject to the Court's discretion; and

g. will split charges for reasonable compensation and reimbursement for expenses reasonably incurred in connection with the Special Master for Mediation's duties evenly between Settlement Class Counsel and the non-party participating in a particular mediation.

16. The Court approves the establishment of the Settlement's Global Settlement Fund and the Escrow Account, which shall be funded and administered as a Qualified Settlement Fund in accordance with Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1 and the terms of the Settlement Agreement.

17. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including with respect to Released Claims as set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated other litigation or proceedings against Defendant or the Released Parties relating to the claims released under the terms of the Settlement Agreement.

18. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator, providing his or her name and address, telephone number, signature, the name and case number of this Litigation, and a statement that he or she wishes to be excluded from the Settlement Class. Any request for exclusion submitted via U.S. mail must be personally signed by the person requesting exclusion. Such exclusion requests must be sent to the Settlement Administrator at the address to be specified in the Notice, by first class mail, postage prepaid, and postmarked no later than the deadline for exclusion requests under the Settlement Agreement.

19. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

20. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound by any orders or the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

21. Class Counsel may file a motion seeking an award of attorneys' fees plus reimbursable costs and litigations expenses, as well as service awards for the Class Representatives, within 30 days after the commencement of notice and shall post such motion on the Settlement Website.

22. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek and the payment of the Service Award to the Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in the Court's subsequent order on Plaintiffs' Notice Motion.

23. In addition, any objection made by a Settlement Class Member who is represented by counsel must be filed through the Court's CM/ECF system.

24. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s); the objector's full name and the case name and case number(s) of the Litigation; the objector's current address, email, and phone number; the reasons why the objector objects to the

Settlement along with any supporting legal authority; a list of any objections they or their counsel have filed in any state or federal court class action in the last five (5) years, identified by the name of the case, the case number, the court in which the objection was filed, and the outcome of the objection; whether or not the objector intends to appear at the final fairness hearing on the motion for final approval of the Settlement, and if so, the reasons for seeking to appear; and the objector's signature. Objections not filed and served in accordance with this Order and the Court's subsequent order regarding Plaintiffs' Notice Motion shall not be received or considered by the Court. Any Settlement Class Member who fails to timely file and serve a written objection shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of attorneys' fees, costs, and expenses, to the payment of a service award, and to any order finally approving the Settlement and the right to appeal same.

25. 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 fee award and/or the request for service 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 their 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

26. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order, the order on Plaintiffs' Notice Motion, and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to Counsel for the Settling Parties, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the final approval order.

27. Pending completion of the notice and claims process (including the opportunity for members of the Settlement Classes to opt out of the Settlements) and this Court's ruling on a motion for final approval of the Settlements, members of the Settlement Class, unless they exclude themselves from the Settlement Class, are hereby temporarily enjoined from filing, commencing, prosecuting, intervening in, or pursuing as a plaintiff or class member, against any Settling Defendant or Released Party, any Released Claim, including, without limitation, any and all state and federal claims regardless of the cause of action arising from or related to conduct that was or could have been alleged in the Litigation based on any or all of the same factual predicates as those claims, including but not limited to claims based on antitrust laws, consumer protection or other state laws, and/or anticompetitive conduct relating to the commissions negotiated, offered, obtained, or paid to brokerages, or the impact of the foregoing on the purchase price, in connection with the purchase of residential real estate.

28. In the Court's order on Plaintiffs' Notice Motion, the Court will schedule a final approval hearing for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under Rule 23 of the Federal Rules of Civil Procedure have been met;

(b) to determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the judgment 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 an award of attorneys' fees, costs and expenses of Class Counsel;

(e) to consider the application for service awards to the Class Representatives;

(f) to consider the distribution of the Gross Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

29. The final approval hearing may be postponed, adjourned, transferred or continued by order of the Court without further notice to the Settlement Class other than through a posting on the Settlement Website. 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.

30. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

31. All discovery and other proceedings in the Litigation as between Plaintiffs and the Settling Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

IT IS SO ORDERED.

ENTERED: ___________________

____
Hon. Lindsay C. Jenkins
United States District Court Judge