

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

**PLAINTIFFS' NOTICE OF UNOPPOSED MOTION AND
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Lead Plaintiff Gabriel Fierro and Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck (“Class Representatives” or “Plaintiffs”) hereby move this Court for final approval of the class action settlement preliminarily approved by this Court on November 15, 2023. Plaintiffs respectfully request that this Court:

1. Grant final certification of the Settlement Class, appoint Plaintiff Gabriel Fierro as lead Class Representative, appoint Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck as Class Representatives, and appoint Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP as Class Counsel;
2. Approve the requested combined attorneys’ fees and expenses in the amount of \$440,000, the Service Award to the Lead Plaintiff herein, Gabriel Fierro, in the amount of \$2,500, and to the remaining Class Representative Plaintiffs in the amount of \$500 each;
3. Find that the Notice met the requirements of due process and Federal Rule of Civil Procedure 23;
4. Find the terms of the Settlement Agreement to be fair, reasonable, and adequate and approved, adopted, and incorporated by the Court;
5. Direct the Parties, their respective attorneys, and the Claims Administrator to consummate the Settlement in accordance with the Court Order and the terms of the Settlement Agreement resolve all claims against all parties in this Action and issue the

Proposed Final Approval Order.

This Motion is based on the Supporting Memorandum filed herewith; the Settlement Administrator Declaration of Carmen R. Azari in Support of Final Approval filed herewith; the Declaration of Gayle M. Blatt; the Settlement Agreement entered into between the parties as well as the Notices issued to the Class at ECF 93-1; Plaintiff's Motion for Preliminary Approval of Class Action Settlement, Supporting Memorandum, Supporting Declarations, and Firm Resume at ECF 70-71; and Plaintiff's Motion for Approval of Attorneys' Fees, Expenses, and Service Awards and accompanying documents; and all other pleadings and papers on file in this action; and any oral argument that may be heard by this Court at or prior to the Final Approval Hearing.

Wherefore, Plaintiffs request that this Court grant this motion and grant the Motion for Final Approval of the Class Action Settlement.

Dated: January 15, 2024

**Casey Gerry Schenk Francavilla
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s/ Gayle M. Blatt

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
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Case No. 1:21-cv-06199-DLC

[PROPOSED] ORDER FOR FINAL JUDGMENT

THIS CAUSE is before the Court on Plaintiffs' Uncontested Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees, Costs, Expenses, and Service Awards to Class Representatives. Due and adequate notice having been given to the Settlement Class, and the Court having considered the Settlement Agreement, all papers filed, and proceedings had herein, and all oral and written comments received regarding the proposed Settlement, and having reviewed the record in this litigation, and good cause appearing, **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. For purposes of this Final Judgment and Order of Dismissal ("Judgment"), the Court adopts all defined terms as set forth in the Settlement Agreement filed in this case.
2. The Court has jurisdiction over the subject matter of the litigation, Class Representatives Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, Mary Chubbuck, the Settlement Class

Members, and the Defendant, USA Waste-Management Resources, LLC (“WM”) (collectively the “Settling Parties”).

3. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds as to the Settlement Class that:

- a. the Class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the Class;
- c. the claims of Plaintiffs are typical of the claims of the Class;
- d. Plaintiffs will fairly and adequately protect the interests of the Class;
- e. questions of law and fact common to class members predominate over any questions affecting only individual Class Members; and
- f. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of, and solely in connection with, the Settlement, the Court certifies this action as a class action on behalf of the following Settlement Class:

All individuals to whom Defendant sent notice of the January 2021 Data Security Incident, which is the subject of the instant litigation.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, Mary Chubbuck are certified as the Class Representatives, and Gayle Blatt of Casey Gerry Schenk Francavilla Blatt Penfield LLP is certified as Class Counsel.

6. The Parties have complied fully with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

7. Based on evidence and other material submitted in conjunction with the Final Approval Hearing, the Court hereby finds and concludes that (1) the Postcard Notices were disseminated to members of the Settlement Class in accordance with the Settlement Agreement and the Court's Preliminary Approval Order and (2) the Detailed Notice, the Claim Form, and the Settlement Website complied with this Court's Preliminary Approval Order.

8. 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.

9. In accordance with Federal Rule of Civil Procedure 23, excluded from the Settlement Class are: (a) all Settlement Class Members who timely and validly requested exclusion from and opted out of the Settlement Class (a list is attached hereto as Exhibit A); (b) the Judge(s) or Magistrate Judge(s) to whom the Action is assigned and any member of those Judges' staffs or immediate family members; and (c) any members or employees of defense counsel. These Persons will not be bound by the terms of the Settlement Agreement.

10. The Court finds that the Settlement Agreement is the product of arm's-length settlement negotiations between the Settling Parties.

11. The Court finds and concludes that the Settlement is fair, reasonable, and adequate and should be approved.

12. The Court hereby approves the Settlement (as set forth in the Settlement Agreement), the releases of the Released Claims, and all other terms in the Settlement Agreement, as fair, just, and reasonable as to the Settling Parties. The Court therefore finally approves the settlement for all the reasons set forth in the Motion for Final Approval including, but not limited to, the fact that the Settlement Agreement was the product of informed, arms-length negotiations between competent, able counsel and conducted with the oversight and involvement of an independent, well respected, and experienced mediator; the fact that the parties evaluated and briefed a motion to dismiss which enabled counsel for the Parties to have adequately evaluated and considered the strengths and weaknesses of their respective positions; the litigation involved disputed claims, and this dispute underscores the uncertainty and risks of the outcome in this matter; the settlement provides remedial and monetary benefits for the disputed claims; and the Parties were represented by qualified counsel who, throughout this case, adequately represented their respective parties' interests. The Court finds that there was no collusion in reaching this Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement. However, without seeking further Court approval, the Settling Parties may jointly agree to make changes to the Settlement Agreement, including to the manner in which the claims process shall be administered, provided that those changes do not reduce the benefits to which Settlement Class Members may be entitled, increase the burden on Settlement Class Members in making a Claim, or

otherwise materially alter the Settling Parties' obligations under the Settlement and the Settlement Agreement.

14. By this Judgment, the Releasing Parties shall be deemed to have (and by operation of the Judgment shall have) fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

15. This action is dismissed with prejudice. The Settling Parties are to bear their own attorneys' fees and costs, except as otherwise expressly provided in the Settlement Agreement and in this Judgment.

16. To the extent there are any objections to the Settlement, This Court has considered and overruled them.

17. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Released Parties may file the Settlement Agreement and/or the Judgment from this litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

18. If for any reason the Effective Date does not occur, then (1) the certification of the Settlement Class shall be deemed vacated, (2) the certification of the Settlement

Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues, and (3) the Settling Parties shall return to the status quo ante in the litigation as it existed prior to this Court's Order granting preliminary approval, without prejudice to the right of any of the Settling Parties to assert any right or position that could have been asserted if the Settlement had never been reached or proposed to the Court.

19. Upon consideration of Plaintiffs' Motion for Award of Attorneys' Fees and Costs, the Motion is GRANTED. Consistent with Section III.G of the Settlement Agreement, Defendant shall pay Class Counsel \$440,000.00 in attorneys' fees and litigation expenses, consistent with the terms of the Settlement Agreement. Per the Settlement Agreement, this award shall be paid separately and exclusively by WM and shall not in any way reduce the benefits made available to Settlement Class Members. In making this award, the Court has considered and found that:

- a. The Notice Program advised that Class Counsel would seek an award of attorneys' fees and litigation expenses of no more than \$440,000.00, which, if approved by the Court, Defendant agreed to pay separately;
- b. This action involves complex factual and legal issues, was actively prosecuted, and, in the absence of the Settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;
- c. Class Counsel skillfully and zealously pursued this action on behalf of the Class Representatives and the Class;

- d. The hourly rates charged by Class Counsel are reasonable;
- e. Had Class Counsel not achieved the Settlement, there would remain a significant risk that the Class Representatives and the Class would recover less or nothing from Defendant; and
- f. The amount of attorneys' fees awarded here is consistent with awards in similar cases.

20. Upon consideration of Plaintiffs' Motion for Service Awards to Class Representatives, the request is GRANTED. Consistent with the terms of Section III.F of the Settlement Agreement, Defendant shall pay a Service Award of two thousand five hundred dollars (\$2,500.00) for Lead Plaintiff Gabriel Fierro and Service Awards of five hundred dollars (\$500.00) each for Class Representatives Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck. Per the Settlement Agreement, these Service Awards shall be in addition to the other benefits provided by the Settlement to Settlement Class Members and shall be paid separately by WM and will not reduce Settlement benefits to Settlement Class Members.

21. Each and every Settlement Class Member, Releasing Party, and any Person actually or purportedly acting on behalf of any Settlement Class Member or Releasing Party, is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative, or other action or proceeding), directly or indirectly, in any judicial, administrative,

arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Judgment, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

22. This document is a final, appealable order, and shall constitute a judgment for purposes of Rules 54 and 58 of the Federal Rules of Civil Procedure. By incorporating the Settlement Agreement's terms herein, the Court determines that this Final Judgment complies in all respect with Federal Rule of Civil Procedure 65(d)(1).

23. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Judgment, over (a) the implementation and enforcement of this Settlement; (b) enforcing and administering this Order and Judgment; (c) enforcing and administering the Settlement Agreement, including any releases executed in connection therewith; and (d) other matters related or ancillary to the foregoing.

24. There is no just reason for delay in the entry of this Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

IT IS ORDERED.

Dated: _____, 2024

Hon. Denise L. Cote
United States District Judge

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

**MEMORANDUM OF LAW IN SUPPORT OF UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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I. INTRODUCTION

On November 15, 2023, this Court preliminarily approved the Class Action Settlement Agreement reached by Lead Plaintiff Gabriel Fierro (“Lead Plaintiff”) and Class Representatives Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck (“Class Representatives” and collectively with Lead Plaintiff, “Plaintiffs”¹) and Defendant USA Waste-Management Resources, LLC (“WM” or “Defendant”) relating to a Data Security Incident. (ECF No. 72.) To address the harms caused by the Data Security Incident, Plaintiffs and Class Counsel negotiated a settlement that provides direct monetary benefits to the Settlement Class and will help protect them against future identity theft.

The Settlement provides five types of key benefits: (1) cash reimbursement for identity theft related “Extraordinary Expenses,” provided they are reasonably traceable to the Data Security Incident, up to \$3,000; (2) cash reimbursement for “Ordinary Expenses” reasonably traceable to the Data Security Incident up to \$750; (3) compensation for lost time (up to 3 hours of lost time reimbursable at a rate of \$20/hour) spent mitigating the effects of the Data Security Incident; (4) two years of Identity Theft Protection and Credit Monitoring from Equifax; and (5) a host of data security changes and improvements undertaken by WM. Importantly, Settlement Class

¹ Although Class Representatives Couture, Moran, and Chubbuck are not technically plaintiffs since their action was never filed, this Court appointed them as Class Representatives in the order granting preliminary approval. For the sake of convenience, all the Class Representatives will be collectively referred to as “Plaintiffs.”

Members are able to make a claim to receive the Identity Theft Protection and Credit Monitoring, even if they do not submit a claim for the out of pocket or lost time monetary benefits of the settlement.

In addition, WM will pay all costs of Notice and Settlement Administration and attorneys' fees and costs, and Service Awards as approved by the Court, separate and apart from the funds provided to claimants.

After preliminary approval by this Court, the Settlement Class Notice was sent to Settlement Class Members, including current and former employees of Defendant who reside in Canada, who meet the class definition. The website hits and claim forms submitted show that the class Notice Program has been a success. Additionally, no Settlement Class Members have objected to the Settlement Agreement, and only 4 out of more than 280,000 submitted a request to exclude themselves. The positive reaction of the class illustrates the fairness of the proposed Settlement Agreement.

Accordingly, Plaintiffs now respectfully request that the Court grant final approval of the Settlement Agreement. In a separate motion, filed concurrently, Plaintiffs request the Court approve a Service Award to the Lead Plaintiff in the amount of \$2,500 and to the remaining Class Representatives in the amount of \$500 each, and also approve an award of \$440,000 in attorneys' fees and litigation expenses.

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Data Security Incident And The Subsequent Lawsuits

This case stems from a Data Security Incident in which a party or parties gained unauthorized access to WM's computer network between approximately January 21

and 23, 2021. The Data Security Incident involved the alleged exposure of personal data belonging to Plaintiffs and the putative class, including names, Social Security numbers, dates of birth, and/or driver's license numbers.

A few months after the Data Security Incident, Plaintiffs Marcaurel, Fierro, Ingram, Krenzer, Fusilier, Harris, Brodie, Montelongo, Davis, and Dudley filed various actions relating to the breach². This Court then consolidated the four actions (ECF No. 16), and Plaintiffs filed their Amended Consolidated Class Action Complaint. (ECF No. 42).

WM then filed a Motion to Dismiss Plaintiffs' Complaint under Federal Rule of Civil Procedure 12(b)(6). (ECF No. 52). Plaintiffs opposed the motion. (ECF No. 55) On February 24, 2022, the Court issued an Opinion and Order granting WM's motion and directing the clerk to enter judgment for WM. (ECF No. 58) Later that day, the clerk entered Judgment and closed the case. (ECF No. 59)

Plaintiffs then filed a Notice of Appeal to the United States Court of Appeals for the Second Circuit. (ECF No. 60). The briefing for the appeal was completed on October 21, 2022, and oral argument was set for March 15, 2023. But due to the Parties' agreement to the terms of a comprehensive settlement, as discussed in greater detail *infra*, the Parties filed a Joint Motion to Hold Appeal in Abeyance and Remove the Case from the Argument Calendar Pending Indicative Ruling from the District Court

² Those actions were: (1) *Fierro v. USA Waste-Management Resources, LLC, et al.*, Case No. 1:21-cv-06147 (filed July 19, 2021); (2) *Marcaurel, et al. v. USA Waste-Management Resources, LLC, et al.*, Case No. 1:21-cv-06199 (filed July 20, 2021); (3) *Fusilier, et al. v. USA Waste-Management Resources, LLC*, Case No. 1:21-cv-06257 (filed July 22, 2021); and (4) *Krenzer v. USA Waste-Management Resources, LLC*, Case No. 1:21-cv-06902 (filed August 16, 2021).

Regarding Settlement. (Appeal, ECF No. 81). The Second Circuit granted that motion. (Appeal, ECF No. 88).

On October 5, 2023, the Parties filed a Joint Motion for Indicative Ruling requesting an order indicating the Court would preliminarily approve the Settlement if the case were remanded to the District Court. (ECF No. 61). After a conference with the Parties on October 10, 2023, this Court issued an order stating it would preliminarily approve the Settlement, with the revisions outlined by the Court, if the case were remanded. (ECF No. 65). On October 26, 2023, the Court of Appeals remanded the case.

B. The Parties Reached a Fair, Arms-Length Settlement

Throughout the case, the Parties had engaged in talks about the case and possible settlement options. Before the Court's ruling on WM's Motion to Dismiss, the Parties had scheduled mediation for March 24, 2022. After the Court's ruling, the Parties continued discussing potential informal resolution for the Class. Class Representatives Couture, Moran, and Chubbuck, who were not in the originally filed actions, prepared to file another action after this Court granted WM's motion, and Proposed Class Counsel sent a draft of the new complaint to the mediator in connection with the post-dismissal mediation.

Ultimately, the Parties participated in multiple mediation sessions with JAMS mediator Bruce Friedman. Although the Parties did not reach agreement during the initial mediation session, they made meaningful progress. With the assistance of the mediator, the Parties engaged in additional arm's-length settlement negotiations. Finally, the Parties attended a second mediation session with Mr. Friedman on January

25, 2023, and were able to reach agreement in principle on additional settlement terms.

The mediation sessions and settlement discussions spanned several months and included exchanging information about the Data Security Incident, potential damages, appellate issues, WM's business practices relating to privacy and data security, and the experiences of Plaintiffs. The result is a proposed Settlement Agreement that was reached at arm's length and without collusion.

Under the terms of the Settlement Agreement, there are five different remedies being provided to Settlement Class Members: (1) cash reimbursement up to \$3000 for identity theft related "Extraordinary Expenses," provided they are reasonably traceable to the Data Security Incident; 2) cash reimbursement up to \$750 for "Ordinary Expenses" reasonably traceable to the Data Security Incident; (3) payment for lost time (up to 3 hours of lost time reimbursable at a rate of \$20/hour) spent mitigating the effects of the Data Security Incident; (4) two years of Identity Theft Protection and Credit Monitoring;³ and (5) several data security changes and improvements undertaken or continued by WM⁴. The Identity Theft Protection and Credit Monitoring

³ The credit monitoring and identity theft protections are provided through Equifax's 3 Credit Bureau Identity Theft and Credit Monitoring solution. https://www.equifax.com/equifax-complete/Equifax/?utm_medium=cpc&utm_source=google&utm_campaign=tin_ps-g_evr_cv_us_2023-Q2_br&utm_term=equifax%20premier%20plan_e&utm_content=%7D&gad_source=1&gclid=Cj0KCQiAhomtBhDgARIsABcaYym47cO8wJ7jDiMySg-iDFtiaTngCycN9YJGc8-sSKCdQPowluHFDyEaAunbEALw_wcB&gclid=aw.ds. It is a comprehensive program that includes automatic fraud alerts, dark web scanning, credit report locks, identity restoration services, and up to \$1 million in identity theft insurance. Retail cost is \$4.95 for the first month and \$19.95 per month thereafter.

⁴ Specifically, WM agrees to adopt, implement, and/or continue certain business practices for a period of at least five (5) years following the Effective Date. These business practices include the following: (1) Continue utilizing third-party tool to conduct vulnerability assessments of Defendant's computer systems at least quarterly; (2) Continue utilizing third-party security endpoint monitoring services; (3) Engage a third-party to conduct a cybersecurity penetration test annually; (4) Continue to deploy network segmentation and access controls; (5) Update retention policies to retain former employees' PII

Package is provided by Equifax's Complete Premier 3-bureau credit monitoring services ("Complete Premier"), which offers monitoring and protection services that are not always present in offered credit monitoring or identity theft services. These protections are available to all Settlement Class Members who file a claim requesting them, even where no claim for reimbursement or time spent losses are claimed.

Furthermore, the Settlement Agreement provides that WM will pay all costs of Notice and Settlement Administration, attorneys fees and costs as approved by the Court, and any Service Awards approved by the Court – separate and apart from the funds provided to valid claimants.

C. Preliminary Approval

As noted above, this Court granted preliminary approval to the settlement on November 15, 2023. (ECF No. 72). The Court ruled that "subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against WM." *Id.* Further, the court held the Settlement Agreement "is the result of arm's-length negotiations involving experienced counsel familiar with the factual issues of the case and made with the assistance of JAMS mediator Bruce Friedman"; is "sufficient to warrant notice of the Settlement and the Final Approval Hearing to the

no longer than required by state and federal law; (6) Continue use of multifactor authentication for email accounts and virtual private network access, and portal logins; (7) Continue to conduct PII security training for all human resources staff annually; (8) Continue to maintain Information Classification and Handling Policy and Records and Information Management Policy; (9) Maintain policy to encrypt employee and third-party sensitive PII in transit and at rest; and (10) For a period of two (2) years following the Effective Date, Defendant shall retain copies of any third-party security assessment reports. Settlement Agreement, § III.H.

Settlement Class”; and “meets all applicable requirements of law...” *Id.*

The Settlement Class in the preliminary approval order was defined as “All individuals to whom Defendant sent notice of the January 2021 Data Security Incident, which is the subject of the instant litigation. *Id.* The Court also appointed the Class Representatives identified previously, and appointed Gayle M. Blatt as Class Counsel. *Id.* The Court additionally appointed Epiq Class Action & Claims Solutions, Inc. (“Epiq”) as the Settlement Administrator and approved the proposed Class Notice program. *Id.* Finally, the Court scheduled a Final Approval Hearing for this matter for March 15, 2024 at 10:00 a.m. *Id.*

D. Attorneys’ Fees and Service Awards

In addition to the settlement terms set forth above, the Parties agreed to a Service Award to the Lead Plaintiff, Gabriel Fierro, of \$2,500, and to the remaining Class Representatives in the amount of \$500 each. WM also agreed to pay attorneys’ fees and costs, subject to this Court’s approval, in an amount not to exceed \$440,000. Payment of these items is separate from the benefits provided to the settlement class and will not affect the potential recovery of the Settlement Class. Declaration of Gayle M. Blatt, ¶ 33. The details explaining the justifications for the fee and service awards are details in the concurrently filed Motion for Fee Award, Litigation Costs, and Service Awards. WM also agreed to pay all Settlement Administrator fees and expenses.

E. Class Notice

The details of the Class Notice Program are set forth in the attached Declaration of Cameron R. Azari, Senior Vice President with Epiq. *See* Declaration of Cameron R.

Azari, ¶¶ 21-34. To summarize, on December 15, 2023, Epiq sent via USPS first class mail 281,221 Postcard Notices to identified Settlement Class Members for whom an associated physical mailing address was available. *Id.* at ¶ 24. Notices returned as undeliverable were remailed after better addresses were found. *Id.* at ¶ 24. Additionally, Epiq mailed a Long Form Notice and Claim Form packages to all 531 persons who requested one via the toll-free telephone number or other means. *Id.* at ¶ 27.

As of January 9, 2024, a Postcard Notice was delivered to 260,812 of the 281,221 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 92% of the identified Settlement Class Members. *Id.* at ¶ 28. In addition, Epiq is in the process of obtaining translations of the already mailed Postcard Notice into French, and will mail translated copies of the Postcard Notice to those with a mailing address in Quebec. ¶24.

On December 14, 2023, Epiq established an informational Settlement Website at www.WMDataBreachSettlement.com. *Id.* at ¶ 29. The website allows Settlement Class Members to obtain detailed information about the case and review all the relevant case-related documents. The Settlement Website also includes relevant dates, answers to frequently asked questions, instructions for how Settlement Class Members are able to 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 are also able to file a Claim Form on the Settlement Website. As of January 9, 2024, there have been 15,449 unique visitor sessions to the settlement website, and 63,044 web pages have been presented. *Id.*

On December 14, 2023, Epiq established a toll-free telephone number (1-877-793-4157) to allow Settlement Class Members to call for additional information and listen to answers to FAQs. *Id.* at ¶ 30. This automated phone system is available 24 hours per day, 7 days per week. In addition, callers have the option to leave a voice message and receive a call back from a live agent during normal business hours. As of January 9, 2024, the toll-free number has handled 4,653 calls to the toll-free telephone number representing 9,676 minutes of use, and service agents have handled 1,131 incoming calls and 655 outbound calls representing 3,164 minutes of use. *Id.*

The deadline for Settlement Class Members to file a Claim Form is March 14, 2024, the day before the hearing on this Motion. But as of January 9, 2024, Epiq has received **5,586 Claim Forms** (5,567 online and 19 paper) for about a **2%** claims rate so far. *Id.* at ¶ 34. It is expected that additional claims will be filed by Settlement Class Members before the expiration of the deadline. *Id.* Additionally, as of the filing of this Motion, Epiq has received four requests to opt out of the Settlement and zero objections. Azari Decl., ¶ 32

III. ARGUMENT

A. **Legal Standard for Final Approval of a Class Action Settlement**

A district court may approve a settlement proposal that binds class members “after a hearing and on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). There is a “strong judicial policy in favor of settlements, particularly in the class action context.” *Wal-Mart Stores, Inc. v. Visa U.S.A., Inc.*, 396 F.3d 96, 116 (2d Cir. 2005) (quoting *In re Painewebber Ltd. Partnerships Litig.*, 147 F.3d 132, 138 (2d Cir.

1998)) (internal quotation marks omitted). Thus, courts examine both procedural and substantive fairness in light of that strong judicial policy. *See Godson v. Eltman, Eltman, & Cooper, P.C.*, 328 F.R.D. 35, 52 (W.D.N.Y. 2018) (“Settlements are strongly favored as a matter of policy, because, ‘[b]y lessening docket congestion, settlements make it possible for the judicial system to operate more efficiently and more fairly while affording plaintiffs an opportunity to obtain relief at an earlier time.”) (internal quotations omitted); *Springer v. Code Rebel Corp.*, No. 16-CV-3492 (AJN), 2018 WL 1773137, at *7 (S.D.N.Y. Apr. 10, 2018) (same); *Cohen v. J.P. Morgan Chase & Co.*, 262 F.R.D. 153, 157 (E.D.N.Y. 2009) (“There is a strong judicial policy in favor of settlement, particularly in the class action context. The compromise of complex litigation is encouraged by the courts and favored by public policy.”).

Under current Second Circuit precedent, the Court should not presume that the settlement was “fair, reasonable, and adequate because it was reached in an arm’s-length negotiation[,]” but instead should examine the settlement in light of the factors set forth in Federal Rule of Civil Procedure 23(e)(2). *Moses v. New York Times Co.*, 79 F.4th 235, 243 (2d Cir. 2023). Those factors are whether: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking 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); and

(D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). The first two factors are procedural in nature and the latter two guide the substantive review of a proposed settlement. *Moses*, 79 F.4th at 243, citing Fed. R. Civ. P. 23(e)(2) Advisory Committee's Note to 2018 Amendment.

Courts evaluating the fairness, reasonableness, and adequacy of a proposed settlement must consider these four factors “holistically, taking into account – among other substantive considerations stated in the rule – the proposed attorneys’ fees and incentive awards.” *Moses*, 79 F.4th at 243. These factors do not completely displace the prior framework set forth in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 463 (2d Cir. 1974), *abrogated by Goldberger v. Integrated Res., Inc.*, 209 F.3d 43 (2d Cir. 2000), known as the “*Grinnell* factors,”⁵ but the new terms in Rule 23(e)(2) prevail over any prior analysis that is inconsistent with its requirements. *Moses*, 79 F.4th at 243.

This Court has considered and granted preliminary approval of class certification. (ECF No. 72) As Plaintiffs set forth at length in their Motion for Preliminary Approval, the proposed Settlement Class satisfies all of the requirements of Rules 23(a) and 23(b)(3). The class still meets the requirements of numerosity,

⁵ Those factors are (1) the complexity, expense and likely duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the class action through the trial; (7) the ability of the defendants to withstand a greater judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; (9) the range of reasonableness of the settlement fund to a possible recovery in light of all the attendant risks of litigation. *See Hyland v. Navient Corp.*, 48 F.4th 110, 121 (2d Cir. 2022).

commonality, typicality, and adequacy, and because common issues predominate and a class action is the superior means by which to resolve class member claims, the Court should finally certify the Settlement Class for settlement purposes.

B. The Settlement Administrator's Notice Program Satisfied Due Process As Well As Rule 23

To satisfy due process, notice to class members must be the best practicable, and reasonably calculated to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections. Fed. R. Civ. P. 23(e); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985). Notice provided to the class must be sufficient to allow class members “a full and fair opportunity to consider the proposed decree and develop a response.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 315 (1950). While individual notice should be provided where class members can be located and identified through reasonable effort, notice may also be provided by U.S. Mail, electronic, or other appropriate means. Fed. R. Civ. P. 23(c)(2)(B); *In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 702 (S.D.N.Y. 2019) (“The standard for the adequacy of a settlement notice in a class action under either the Due Process Clause or the Federal Rules is measured by reasonableness.”).

Here, the content of the Notice adequately informed Settlement Class Members of the nature of the action, the definition of the class, the claims at issue, the ability of a class member to object or exclude themselves or to appear through an attorney, and the binding effect of final approval and class judgment. The Notice used clear and concise language that is easy to understand, and the Notice is organized in a way that allowed

Class Members to easily find any section that they may be looking for. Thus, it was substantively adequate. *See Torres v. Gristede's Operating Corp.*, No. 04-CV-3316 (PAC), 2010 WL 2572937, at *3 (S.D.N.Y. June 1, 2010) (“The Notice is appropriate because it describes the terms of the settlement and provides specific information regarding the date, time, and place of the final approval hearing.”). Defense counsel received a request from a Settlement Class Member residing in Quebec for notice in French. This is being accomplished. Azari Decl., ¶ 24.

Moreover, the Settlement Administrator – with the assistance of the Parties – has taken all necessary measures to ensure notice reached as many of the Settlement Class Members as possible. Such notice complies with the program approved by this Court in its Preliminary Approval Order, is consistent with Notice Programs approved in the Second Circuit and across the United States, is considered a “high percentage,” and is within the “norm.” *See* Barbara J. Rothstein & Thomas E. Willging, *Fed. Jud. Ctr.*, “*Managing Class Action Litigation: A Pocket Guide for Judges*”, 27 (3d Ed. 2010) *see also*, *Cicciarella v. Califia Farms, LLC*, No. 7:19-CV-08785-CS, 2020 WL 1320866 (S.D.N.Y. Mar. 20, 2020) (approving notice that was projected to reach 70% of class members).

C. The Settlement Terms Are Fair, Adequate, and Reasonable, and Warrant Final Approval

1. *The Class Representatives and Class Counsel Have Adequately Represented the Class*

Rule 23(e)(2)(A) requires a Court determine whether “the class representatives and class counsel have adequately represented the class” before approving a settlement.

“Determination of adequacy typically entails inquiry as to whether: (1) plaintiffs’

interests are antagonistic to the interest of other members of the class and (2) plaintiffs' attorneys are qualified, experienced and able to conduct the litigation." *In re GSE Bonds Antitrust Litigation*, 414 F. Supp. 3d at 692, quoting *Cordes & Co. Fin. Servs. v. A.G. Edwards & Sons, Inc.*, 502 F.3d 91, 99 (2d Cir. 2007) (internal quotations omitted). Both factors are satisfied in this case.

There are no conflicts or antagonistic interests here. Plaintiffs have assisted Class Counsel by providing documents, reviewing pleadings, keeping in contact with counsel, remaining available for consultation throughout the settlement negotiations and answering counsel's many questions and approving the Settlement terms. Plaintiffs do not have any conflict with the proposed Settlement Class and have adequately represented them in litigation and in bringing this case to successful resolution with significant benefits available to the Settlement Class. Specifically, Plaintiffs are a part of the same Settlement Class, suffered the same range of injury, have the same interest in protecting their private information from disclosure, and as discussed in accompanying motion for fees, seek only modest Service Awards compared with those sought by plaintiffs in other class actions.

Class Counsel has also adequately represented the Class. Indeed, considering this Court granted WM's Motion to Dismiss, the Settlement later obtained is without question, an extremely positive result for the Class. In negotiating the Settlement Agreement, Class Counsel had the benefit of years of experience and familiarity with the factual and legal bases for this case, as well as other cases involving data breaches and consumer privacy. This understanding of the intricacies of the data breach and

consumer privacy issues provided Class Counsel with the tools and perspective to achieve an excellent recovery for the Class – and prepared Class Counsel to litigate this Action to a successful conclusion if necessary.

2. The Settlement was Negotiated at Arm's Length

Here, both Parties were represented by counsel experienced in class action and data breach litigation. The settlement discussions and negotiations were protracted and exceptionally hard-fought over a number of months during, in between and after the mediations. There is no question that the Parties stood at arm's-length throughout these settlement negotiations.

3. The Monetary Relief Provided for the Settlement Class is Adequate

The monetary relief provided by the Settlement Agreement here compares favorably with relief provided in other similar data breach cases approved by Courts across the United States. *See, e.g., In re Hudson's Bay Co. Data Sec. Incident Consumer Litig.*, No. 18-CV-8472 (PKC), 2022 WL 2063864 (S.D.N.Y. June 8, 2022) (granting final approval to settlement in data breach case providing \$30 for transaction costs and time spent responding to the breach and reimbursement for documented out-of-pocket expenses incurred as a result of the breach up to a maximum of \$5000); *McFarlane v. Altice*, No. 1:20-cv-01297 (S.D.N.Y. Oct. 7, 2022) (granting final approval to data breach settlement providing (i) reimbursement of Out-of-Pocket Expenses of up to \$3,000 per Settlement Class Member; and (ii) reimbursement of each Settlement Class Member for up to three hours of attested Time Spent responding to the Data Security Incident at a rate of \$25.00 an hour; and (iii) a credit monitoring and identity theft package); *Baksh v.*

Ivy Rehab Network, Inc., No. 7:20-cv-01845 (S.D.N.Y. Jan. 27, 2021) (providing up to \$75 per class member for out-of-pocket expenses incurred related to the data breach and \$20 reimbursement for lost time, with payments capped at \$75,000 in aggregate; credit monitoring for claimants; and equitable relief in the form of data security enhancement); *In re: GE/CBPS Data Breach Litigation*, No. 1:20-cv-02903 (S.D.N.Y., Mar. 3, 2023) (granting final approval to data breach settlement providing (1) cash reimbursement for out-of-pocket losses incurred, up to \$3500; (2) compensation for lost time (up to four hours of lost time reimbursable at a rate of \$18 an hour) spent mitigating the effects of the Data Security Incident; and (3) eighteen months of Credit Monitoring Protections).

When, as here, a settlement “assures immediate payment of substantial amounts to class members, even if it means sacrificing ‘speculative payment of a hypothetically larger amount years down the road, a settlement is reasonable under this factor.”

Massiah v. MetroPlus Health Plan, Inc., No. 11-CV-05669 BMC, 2012 WL 5874655, at *5 (E.D.N.Y. Nov. 20, 2012) (citations omitted).

4. *The Costs, Risks, and Delay of Trial and Appeal Weigh in Favor of Final Approval*

In this case, the relief to the Settlement Class is more than adequate in light of the costs, risks, and time required to litigate this action through trial and appeal, particularly considering the case was on appeal from a granting of WM’s Motion to Dismiss. “Litigation inherently involves risks.” *Willix v. Healthfirst, Inc.*, No. 07 CIV. 1143 ENV RER, 2011 WL 754862, at *11 (E.D.N.Y. Feb. 18, 2011). “[I]f settlement has any

purpose at all, it is to avoid a trial on the merits because of the uncertainty of the outcome.” *Banyai v. Mazur*, No. 00 CIV.9806 SHS, 2007 WL 927583, at *30 (S.D.N.Y. Mar. 27, 2007); accord *Zeltser v. Merrill Lynch & Co.*, No. 13 CIV. 1531 FM, 2014 WL 4816134, at *14 (S.D.N.Y. Sept. 23, 2014). “The greater the ‘complexity, expense and likely duration of the litigation,’ the stronger the basis for approving a settlement.” *Meredith Corp. v. SESAC, LLC*, 87 F. Supp. 3d 650, 663 (S.D.N.Y. 2015).

This case is no different. As this case itself has amply demonstrated, data breach cases like this one generally face substantial hurdles – even just to make it past the pleading stage. See *Hammond v. The Bank of New York Mellon Corp.*, No. 08 CIV. 6060 RMB RLE, 2010 WL 2643307, at *1 (S.D.N.Y. June 25, 2010) (collecting data breach cases dismissed at the Rule 12(b)(6) or Rule 56 stage). As one federal district court recently observed in finally approving a settlement with similar class relief: “Data breach litigation is evolving; there is no guarantee of the ultimate result.” *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-CV-01415-CMA-SKC, 2019 WL 6972701, at *1 (D. Colo. Dec. 16, 2019); see also *Fox v. Iowa Health Sys.*, No. 3:18-CV-00327-JDP, 2021 WL 826741, at *5 (W.D. Wis. Mar. 4, 2021) (“Data breach cases ... are particularly risky, expensive, and complex.”).

To the extent the law is adapting to this relatively new type of litigation, the path to a class-wide monetary judgment remains unforged, particularly in the area of damages. For now, cybersecurity cases are among the riskiest and uncertain of all class action litigation, making settlement the prudent course if possible. The damage calculation methodologies, while theoretically sound in Plaintiffs’ view, remain

untested in a disputed class certification setting and unproven in front of a jury. And as in any cybersecurity incident case, establishing causation on a class-wide basis is rife with uncertainty. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21, 31–33 (D. Me. 2013).

Class certification is another hurdle that would have to be met—and one that has been denied in other data breach cases. *See, e.g., In re Hannaford*, 293 F.R.D. at 35. Further, if Plaintiffs are successful in obtaining certification of a litigation class, the certification would not be set in stone. *Long v. HSBC USA Inc.*, No. 14 CIV. 6233 HBP, 2015 WL 5444651, at *11 (S.D.N.Y. Sept. 11, 2015) (“A contested motion for certification would likely require extensive discovery and briefing, and, if granted, could potentially result in an interlocutory appeal pursuant to Fed. R. Civ. P. 23(f) or a motion to decertify by defendants, requiring additional briefing.”). Plaintiffs would likely face several strong legal defenses and difficulties in demonstrating causation and injury. Such defenses, if successful, could drastically decrease or eliminate any recovery for Plaintiffs and putative class members. Given the complexity of the issues and the amount in controversy, the defeated party would likely appeal any decision on either certification or merits. Considering the risks, costs, and potential delays inherent in litigating this class action to judgment, this factor weighs heavily in favor of final approval. *See Babcock v. C. Tech Collections, Inc.*, No. 1:14-CV-3124 (MDG), 2017 WL 1155767 (E.D.N.Y. Mar. 27, 2017) (class settlement “eliminates the risk, expense, and delay inherent in the litigation process.”)

While Plaintiffs are confident in the strength of their claims, they are also

pragmatic in their awareness of the various defenses available to WM, as well as the risks inherent to continued litigation. WM consistently denied the allegations raised by Plaintiffs and made clear at the outset that it would vigorously defend the case.

Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all. This weighs strongly in favor of final approval.

5. *The Terms of the Proposed Award of Attorneys' Fees Weighs in Favor of Final Approval*

The Settlement Agreement provides that Defendant will pay Class Counsel's attorneys' fees and reimbursement of expenses as approved by the Court. SA § III G. At the same time as filing this Motion, Plaintiffs moved for an award of attorneys' fees, reimbursement of expenses, and for Service Awards. As explained in the moving papers for that motion, the requested fees and reimbursement of expenses are fair and reasonable. Likewise, the Service Awards sought for the Lead Plaintiff and additional Plaintiffs are modest at best and are another factor that weighs in favor of final approval.

6. *There are no Agreements Required to be Identified Under Rule 23(e)(3)*

Apart from that contained in the Settlement Agreement, there are no additional agreements between the Parties or side agreements with others made in connection with the Settlement. Blatt Decl. ¶ 20. Accordingly, this factor weighs in favor of final approval of the Settlement.

7. *The Settlement Treats Class Members Equitably Relative to Each Other*

As described above, each Settlement Class Member may make a Claim for the same

Extraordinary and Ordinary Expense reimbursements, time spent and the credit monitoring/identity theft protection. Additionally, any Settlement Class Member, even if they do not submit a claim for the out-of-pocket or lost time monetary benefits of the settlement who felt he/she had a more valuable Claim had the opportunity to opt-out of the Settlement and pursue it. *McWhorter v. Ocwen Loan Servicing, LLC*, No. 2:15-CV-01831-MHH, 2019 WL 9171207, at *12 (N.D. Ala. Aug. 1, 2019) (finding settlement class members' ability to exclude themselves from a settlement shows equitable treatment and weighing it in favor of final approval).

D. The Settlement Also Warrants Approval Under the *Grinnell* Factors.

Although the *Grinnell* factors are no longer dispositive of the issues involved in final approval of a class action settlement, they remain relevant considerations. *Moses*, 79 F.4th at 243. Here, those factors also support final approval of the Settlement Agreement and the settlement reached herein.

***Grinnell* Factor 1: The complexity, expense, and likely duration of litigation weighs in favor of final approval.**

The costs, risks, and delay of continued litigation weigh in favor of settlement approval. As explained above, the risks Plaintiffs faced in this litigation are substantial and cannot be disregarded. There are risks attendant to every case, that Plaintiffs could lose their appeal, or, later, at class certification or trial. Even after incurring substantial litigation costs, including those related to multiple experts, Plaintiffs and the Settlement Class Members still might not achieve a result that provides comparable benefits to the instant settlement. Protracted and ongoing litigation would only serve to increase costs

and have a potentially negative affect on Class recovery, which is itself far from certain. “Complex litigation . . . ‘can occupy a court’s docket for years on end, depleting the resources of the parties and the taxpayers while rendering meaningful relief increasingly elusive.’” *Woodward v. NOR-AM Chem. Co.*, No. CIV. 94-0780-CB-C, 1996 WL 1063670, at *21 (S.D. Ala. May 23, 1996). Where a settlement, like here, “will alleviate the need for judicial exploration of . . . complex subjects [and] reduce litigation costs” this factor weighs in favor of approval. *See Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005).

***Grinnell* Factor 2: Class reaction signals approval of the Settlement Agreement.**

Courts have deemed that the reaction of a class to settlement is “perhaps the most significant factor to be weighed in considering its adequacy.” *Maley v. Del Glob. Techs. Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002); Fed. R. Civ. P. 23(e). Here, only four Settlement Class Members opted out, and none have objected. Azari Decl., ¶ 32. This demonstrates overwhelming support that is a clear signal of the Settlement Class Members’ approval of the Settlement.

The lack of class member objections “may itself be taken as evidencing the fairness of a settlement.” *RMED Int’l, Inc. v. Sloa’s Supermarkets, Inc.*, No. 94 CIV. 5587(PKL)(RL), 2003 WL 21136726, at *1 (S.D.N.Y. May 15, 2003); *see also Wal-Mart Stores, Inc.*, 396 F.3d 96 (affirming approval of class action settlement with 18 merchant objectors). Here, the reaction of the class to date has been overwhelmingly positive. There have been no objections and only four exclusions to date. This factor weighs in favor of approval of the Settlement.

Grinnell Factor 3: The stage of litigation and discovery completed favors final approval.

Courts encourage the efficient resolution of class actions where warranted. Early settlement allows class members to recover without unnecessary delay and allows the judicial system to focus resources elsewhere. *Diaz v. E. Locating Serv. Inc.*, No. 1:10-CV-04082-JCF, 2010 WL 5507912, at *3 (S.D.N.Y. Nov. 29, 2010) (granting final approval of pre-suit class settlement in wage and hour case); *In re Interpublic Sec. Litig.*, No. 02 CIV.6527(DLC), 2004 WL 2397190, at *12 (S.D.N.Y. Oct. 26, 2004) (early settlements should be encouraged when warranted by the circumstances of the case). The central question often considered by courts in examining the stage of litigation is “whether counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Warfarin Sodium Antitrust Litig.*, 391 F.3d 516, 537 (3d Cir. 2004). Here, the Parties were well aware of the risks of continued litigation. As stated previously, Class Counsel is experienced in class action and data breach litigation. The Settlement was also only reached after extensive investigation, gathering information from the named Plaintiffs, motion practice, and adversarial mediation. Thus, the timing of the settlement is appropriate, and this factor weighs in favor of approval.

Grinnell Factors 4, 5, and 6: The risks of establishing liability, damages, and maintaining a class action through trial weigh in favor of final approval.

Although Plaintiffs believe in the merits of the case at the outset, continued litigation involves significant risk. *See In re PaineWebber Ltd. Partnerships Litig.*, 171 F.R.D. 104, 126 (S.D.N.Y. 1997). “If settlement has any purpose at all, it is to avoid a trial on the merits because of the uncertainty of the outcome.” *Id. quoting In re Ira Haupt &*

Co., 304 F. Supp. 917, 934 (S.D.N.Y. 1969); *see also Velez v. Majik Cleaning Serv., Inc.*, No. 03 CIV. 8698, 2007 WL 7232783, at *6 (S.D.N.Y. June 25, 2007) (citing *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 185 (W.D.N.Y. 2005)) (noting “there are always risks in proceeding to trial and these risks are compounded by virtue of the nature of class action litigation.”). In weighing the risks of establishing liability and damages, the court “must only weigh the likelihood of success by the plaintiff class against the relief offered by the settlement.” *In re Austrian & German Bank Holocaust Litig.*, 80 F. Supp. 2d 164, 177 (S.D.N.Y. 2000) (internal quotation marks omitted).

As noted above, continued litigation would involve extensive motion practice, including the need for Plaintiffs to both gain and maintain class certification. This is far from a certain proposition in data breach litigation. Instead of facing the uncertainty of a potential award in their favor years from now, the Settlement allows Plaintiffs and Settlement Class Members to receive immediate and certain relief. *See, e.g., Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) (“Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation.”) (citation omitted).

***Grinnell* Factor 7: The ability of the Defendant to withstand a greater judgment is not at issue here.**

WM has not provided any evidence demonstrating it could not withstand a greater judgment here. However, even if it could withstand a greater judgment, its ability to do so, “standing alone, does not suggest that the settlement is unfair.” *Frank*, 228 F.R.D. at 186 (quoting *In re Austrian and German Bank Holocaust Litigation*, 80 F. Supp.

2d at 178 n.9). Thus, this factor is neutral and does not preclude the Court from granting final approval.

***Grinnell* Factors 8 and 9: The Settlement provides for substantial relief for the Settlement Class, especially in light of all attendant risks of litigation.**

As discussed above, the Settlement guarantees Settlement Class Members real relief for their injuries and provides significant protection for *every single Class Member* by way of the Identity Theft Protection and Credit Monitoring Package. The value achieved through the Settlement Agreement is guaranteed, whereas the chances of prevailing on the merits are uncertain. Plaintiffs understand that even were they to prevail on the appeal, Defendant will assert a number of potentially case-dispositive defenses. Proceeding with litigation would open Plaintiffs to the risks inherent in trying to achieve and maintain class certification and prove liability – both factors considered under the test for final approval established by *Grinnell*.

This Settlement is the product of adversarial, yet professional, extended negotiations in the face of a pending appeal of the Court's dismissal of Plaintiffs' Consolidated Complaint. As described herein, it compares favorably with many other similar case settlements, where the complaints had not been dismissed. Thus, the Settlement is clearly worthy of final approval for the reasons set forth above. Through the Settlement, Plaintiffs and Settlement Class Members gain significant benefits without having to face further risk of not receiving any relief at all.

IV. CONCLUSION

Plaintiffs have negotiated a fair, reasonable, and adequate Settlement that

guarantees Settlement Class Members who make a claim significant relief in the form of cost and time reimbursements, financial asset and credit monitoring protections, and equitable relief consisting of increased data security safeguards. The Settlement Agreement was reached only after extensive arm's-length negotiations, and an assessment of both the *Grinnell* factors and the revised Rule 23 factors weighs in favor of Final Approval. For the reasons discussed above, and for those described in Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement and Plaintiffs' Motion for Fee Award, Litigation Costs, and Service Awards, Plaintiffs respectfully request this Court enter the proposed Final Approval Order filed herewith, finally certify the Settlement Class, appoint Settlement Class Counsel and Plaintiffs as representatives for the Settlement Class, award Plaintiffs service awards in the amount of \$2,500.00 for Lead Plaintiff Gabriel Fierro and \$500.00 each for the remaining Class Representatives, grant Settlement Class Counsel's motion for attorneys' fees and reimbursement of expenses, and grant final approval of this Settlement.

Dated: January 15, 2024

**Casey Gerry Schenk Francavilla
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s/ Gayle M. Blatt

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

**DECLARATION OF GAYLE M. BLATT IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Gayle M. Blatt, declare as follows:

1. I am an attorney licensed to practice law in the State of California and am admitted to this Court. I am a partner in the law firm of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP (“Casey Gerry”) and was appointed Lead Counsel in this case and am counsel of record for Lead Plaintiff Gabriel Fierro. *See* ECF No. 34.

2. All matters stated herein are based on personal knowledge, except where otherwise indicated. If called as a witness in this matter, I could and would competently testify thereto.

3. This Declaration is being submitted in support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement.

I. FACTUAL AND PROCEDURAL BACKGROUND

4. As explained in Plaintiffs’ Motion for Preliminary Approval, this case stems from a Data Security Incident in which a party or parties gained unauthorized access to Waste Management’s computer network environment between approximately January 21 and 23, 2021. This Incident involved the alleged exposure of personal data belonging to Plaintiffs and the putative class, including names, Social Security numbers, dates of birth, and/or driver’s license numbers. It affected an estimated 295,867 past and current Waste Management employees.

5. This matter was initiated when Plaintiffs filed their respective actions, specifically: (1) *Fierro v. USA Waste-Management Resources, LLC, et al.*, Case No. 1:21-cv-06147 (filed July 19, 2021); (2) *Marcaurel, et al. v. USA Waste-Management Resources, LLC, et al.*, Case No. 1:21-cv-06199 (filed July 20, 2021); (3) *Fusilier, et al. v. USA Waste-*

Management Resources, LLC, Case No. 1:21-cv-06257 (filed July 22, 2021); and (4) *Krenzer v. USA Waste-Management Resources, LLC*, Case No. 1:21-cv-06902 (filed August 16, 2021).

6. On September 3, 2021, the Court consolidated the four actions. (ECF No. 16) On November 29, 2021, Plaintiffs filed their Amended Consolidated Class Action Complaint (“CAC”).

7. On January 7, 2022, Defendant filed a Motion to Dismiss Plaintiffs’ CAC pursuant to Federal Rule of Civil Procedure (12)(b)(6) (ECF No. 52), Plaintiffs opposed the motion on January 28, 2022 (ECF No. 55), and Defendant filed its reply brief on February 11, 2022. (ECF No. 56) On February 24, 2022, the Court issued an Opinion and Order granting Defendant’s motion and directing the clerk to enter judgment for Defendant. (ECF No. 58) Later that day, the clerk entered Judgment and closed the case. (ECF No. 59).

8. On March 25, 2022, Plaintiffs filed a Notice of Appeal to the United States Court of Appeals for the Second Circuit seeking review of this Court’s ruling on the motion to dismiss. (ECF No. 60) Briefing for the appeal concluded on October 21, 2022, and oral argument was previously set for March 15, 2023.

9. In the meantime, the Parties participated in multiple mediation sessions with well-respected JAMS mediator Bruce Friedman. The Parties attended a full-day mediation in September 2022, and a second mediation session with Mr. Friedman in January 2023. After much follow-on negotiations, the Parties were able to agree to the

settlement terms which accompany Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

10. Upon the Parties' agreement to the terms of a comprehensive settlement, as discussed in greater detail *infra*, the Parties filed a Joint Motion to Hold Appeal in Abeyance and Remove the Case from the Argument Calendar Pending Indicative Ruling from the District Court Regarding Settlement. (Appeal, ECF No. 81)

11. On February 23, 2023, the Second Circuit granted the joint motion. (Appeal, ECF No. 88) The Parties filed status update letters on June 23, 2023, and August 25, 2023, and October 24, 2023. (Appeal, ECF Nos. 94, 95, 99, 103)

12. On October 10, 2023, this Court granted the Parties' Motion for an Indicative Ruling. (ECF No. 65) On October 26, 2023, the Second Circuit issued its remand. (Appeal, ECF No. 117)

II. SETTLEMENT TERMS

13. Throughout the case, the Parties explored and discussed at length the factual and legal issues and possible settlement options. Prior to the Court's ruling on Defendant's motion to dismiss, the Parties had a mediation scheduled for March 24, 2022. After the Court's ruling, the mediation was canceled, but over time, the Parties continued discussing potential informal resolution, including while the appellate briefing process was ongoing.

14. Ultimately, after the appeal was fully briefed, the Parties participated in two mediation sessions with mediator Bruce Friedman. The Parties conducted targeted, informal discovery prior to engaging in private mediation to obtain the factual

information needed to evaluate the strengths and weaknesses of the claims and defenses. Although the Parties did not reach an agreement during the initial mediation session, meaningful progress was achieved. With the assistance of the mediator, additional arm's-length settlement negotiations continued. The Parties attended a second mediation session with Mr. Friedman in January 2023, and were ultimately able to reach an agreement on additional settlement terms. Discussions spanned several months before the initial mediation and included the exchange of important information about the Data Security Incident, potential damages, Defendant's business practices with respect to privacy and data security, and the experiences of Plaintiffs. The result is a proposed Settlement Agreement that was reached without collusion.

15. As described in further detail in the Settlement Agreement, this Settlement provides immediate benefits to Settlement Class Members, including a cash payment for Ordinary Expenses, Extraordinary Expenses, and Time Spent attributable to the Data Security Incident. SA § III.A. Specifically, Settlement Class Members may submit claims to receive a payment of up to \$750.00 for documented Ordinary Expenses reasonably traceable to the Data Security Incident. SA § III.A.1. Settlement Class Members who suffered identity theft reasonably traceable to the Data Security Incident may also submit claims for Extraordinary Expenses to receive a payment up to \$3,000 for reasonably documented expense(s). SA § III.A.2. Settlement Class Members may also submit claims for up to three hours of Time Spent remedying or preventing identity theft or other fraud, misuse of their PII attributable to the Data Security Incident and/or dealing with the Notice of the Data Security Incident, at a rate of \$20.00

per hour. SA § III.A.4. Time Spent claims need only include a brief description of (1) the action taken in response to the Data Security Incident; (2) the time associated with each action; and (3) an attestation that the time was spent responding to or addressing issues relating to the Data Security Incident.¹ *Id.*

16. Additionally, Settlement Class Members are also automatically entitled to file a claim to enroll in two years of the Identity Theft Protection and Credit Monitoring Package provided through Equifax, whether or not they file a Claim Form for other benefits under the settlement. SA § III.B. The credit monitoring and identity theft protections are provided through Equifax's Premier 3 Credit Bureau Identity Theft and Credit Monitoring solution². It is a comprehensive program that includes automatic fraud alerts, dark web scanning, credit report locks, identity restoration services, and up to \$1 million in identity theft insurance.

17. Further, the Settlement provides Settlement Class Members benefits in the form of meaningful Remedial Measures by Defendant. Defendant agreed to adopt, implement, or continue certain business practices for a period of at least five (5) years following the Settlement's Effective Date, including engaging a third party to conduct an annual cybersecurity penetration test, updating retention policies regarding former

¹ Time Spent Claims are included in the \$750.00 maximum for Ordinary Expenses. SA § III.A.4.

² https://www.equifax.com/equifax-complete/Equifax/?utm_medium=cpc&utm_source=google&utm_campaign=tin_ps-g_evr_cv_us_2023-Q2_br&utm_term=equifax%20premier%20plan_e&utm_content=%7D&gad_source=1&gclid=Cj0KCCQiAhomtBhDgARIsABcaYym47cO8wJ7jDiMySg-iDFtiaTngCycN9YJGc8-sSKCdQPowIuHFDyEaAunbEALw_wcB&gclid=aw.ds.

employee's PII, and continue utilizing multifactor authentication and third-party security endpoint monitoring services. SA § III.H. As part of the Settlement, Defendant will also separately pay all costs and expenses relating to notice and settlement administration. SA § III.E.

18. The Settlement treats Class Members equitably because all Settlement Class Members have the option to elect to make a claim for a cash payment for Ordinary Expenses, Extraordinary Expenses, and Time Spent attributable to the Data Security Incident and are automatically entitled to claim two years of the Identity Theft Protection and Credit Monitoring Package whether or not they also make a claim for other benefits under the settlement. SA §§ III.A, III.B.

19. Also, the Released is narrowly tailored to release only those claims which were or could have been asserted by the Settlement Class Members relating to this incident. In particular, the Released Claims against Defendant are limited to those based on, relating to, or regarding the Data Security Incident, or alleged facts or circumstances related to it.

20. The only agreement related to this litigation is the proposed Settlement Agreement, attached as **Exhibit A**, and there are no side agreements regarding attorneys' fees or costs related to this proposed Settlement. The Settlement Agreement provides that Class Counsel may allocate any award of fees and costs to other Plaintiffs' Counsel prior to distribution. § III.G. The proposed Settlement Class Representatives are members of the Settlement Class and do not possess any interests antagonistic to the Settlement Class.

III. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Adequate Representation

21. There are no conflicts or antagonistic interests here. Lead Plaintiff and class representative undertook his responsibilities by the filing of the initial Complaint, provided information and documents, reviewed pleadings, keeping in contact with counsel, remaining available for consultation throughout the settlement negotiations and answering counsel's many questions throughout the litigation, discussed and provided approval of the settlement terms. All class representatives have participated to advance the case and approved of the settlement terms. Neither the Lead Plaintiff or the class representatives have any conflict with the proposed Settlement Class and have adequately represented them and/or participated in furthering the litigation in various ways and in bringing this case to successful resolution with significant benefits available to the Settlement Class. They are all part of the same Settlement Class, suffered the same range of injury, have the same interest in protecting their private information from disclosure, and as discussed in accompanying motion for fees, seek only modest Service Awards compared with those sought by plaintiffs in other class actions.

22. Additionally, the Court has already recognized Class Counsel's experience and qualifications in the appointment as Class Counsel pursuant to Rule 23(g), and the record shows Class Counsel worked diligently to bring this case to a positive resolution. Further, considering this Court granted Waste Management's

Motion to Dismiss, the Settlement later obtained is an excellent result for the Settlement Class.

B. Settlement was Negotiated at Arm's-Length

23. As discussed above, the Settlement resulted from arm's-length negotiations between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in this action, under the supervision of a neutral and experienced mediator. Additionally, the parties spent significant time negotiating the terms of the final written Settlement Agreement, which is now presented to the Court for final approval. At all times, while courteous and professional, the negotiations were intense and hard-fought on all sides.

C. The Monetary Relief Provided for the Settlement Class is Adequate

24. As noted above, the Settlement Agreement provides several different benefits to the Settlement Class Members, including significant monetary relief to those Settlement Class Members who can demonstrate entitlement to it. The relief provided by the Settlement Agreement here is consistent with that provided in other similar data breach cases approved by Courts across the United States.

25. Class Counsel believes the relief is fair, reasonable, adequate, and that this Settlement provides benefits which compare favorably to other data incident settlements on record.

D. Risks, Costs, and Delay of Continued Litigation

26. The relief to the Settlement Class is more than adequate in light of the costs, risks, and time required to litigate this action through trial and appeal,

particularly considering the case was on appeal from a granting of Waste Management's Motion to Dismiss, and the outcome uncertain. Although Plaintiffs are confident in the merits of their claims, the risks involved in prosecuting a class action through trial cannot be disregarded. Even if Plaintiffs prevailed on appeal, which was certainly not guaranteed, Plaintiffs' claims would still need to succeed through motion practice, including on a motion for class certification, and likely survive an appeal thereof.

27. Through the Settlement, Plaintiffs and Class Members gain significant benefits without having to face further risk.

E. Relief Distribution Method is Effective

28. The settlement distribution process was designed to be efficient and effective. The Claim Form is straightforward and allows Class Members to make claims for each of the benefits online, or on paper. Documentation requirements are not onerous, and not required for some of the benefits.

F. Agreements Required to be Identified by Rule 23(e)(3)

29. Under Rule 23(e)(3), "[t]he parties seeking approval must file a statement identifying any agreement made in connection with the proposal." There are no separate agreements between the parties other than that contained in the Settlement Agreement.

G. Class Members Are Treated Equitably Relative to Each Other

30. The Settlement treats Class Members equitably relative to each other because all Class Members are eligible for the same settlement benefits for a variety of data breach harms.

H. Experience and Views of Counsel

31. As Class Counsel, I have extensively investigated Plaintiffs' claims and the facts surrounding the Data Security Incident; reviewed and analyzed public information and information provided by Waste Management; and thoroughly examined the legal principles applicable to the claims asserted. I have vigorously pursued this litigation on behalf of Plaintiffs and the Class since its inception and dedicated time and resources to this litigation – and will continue to do so.

32. The Settlement Agreement is the result of competent representation and truly arm's length negotiations with counsel for Defendants and the assistance of a neutral mediator to reach the best possible outcome for the Settlement Class. I fully endorse this Settlement. In my opinion, the settlement is fair, reasonable, and adequate and represents an excellent resolution for Settlement Class Members.

IV. ATTORNEYS' FEES AND SERVICE AWARDS

33. The Settlement Agreement also includes terms regarding the payment of attorney's fees, costs, expenses, and service awards to Plaintiffs. Specifically, the Parties agreed to a Service Award to the Lead Plaintiff, Gabriel Fierro, of \$2,500, and to the remaining class representatives in the amount of \$500 each. Waste Management also agreed to pay attorney's fees, subject to this Court's approval, in an amount not to

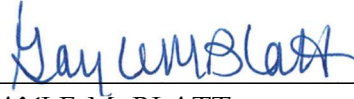
exceed \$440,000. Payment of these fees and costs is entirely separate from the benefits provided to the settlement class and will not affect the potential recovery of any member of the Settlement Class. Waste Management also agreed to pay the Settlement Administrator fees.

34. Concurrently with the filing of this Motion, Plaintiffs filed their Notice of Motion and Motion for Fee Award, Litigation Costs, and Service Awards. The details surrounding the calculation of the attorneys' fees sought, including lodestar amounts, are set forth in that motion.

35. The lack of any objection to the Settlement or to the fee request to date supports final approval and the fee request. Class Counsel's fee motion will be posted to the Settlement Website and Notice of the fee request was included in the Notice sent to settlement Class Members via direct mail.

36. In my opinion, based on my experience, this Settlement provides substantial tangible benefits to the Class now with a straightforward method of making claims. The Settlement is fair, reasonable, and adequate based upon all of the factual and legal issues unique to this case and compared to other settlements. The reaction of the Class has been positive, and I respectfully request the court grant Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement.

I hereby declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 15th day of January, 2024 at San Diego, California.



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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-cv-06199-DLC

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

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 with Epiq Class Action & Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”), a firm that specializes in designing, developing, analyzing and implementing large-scale legal notification plans. Hilsoft is a business unit of Epiq.

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 has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. My team and I have experience with legal noticing in more than 575 cases, including more than 70 multidistrict litigation settlements, and have 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, 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: 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 and were enhanced by supplemental media, which was provided with 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.

b) *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 plans for those settlements 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, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans 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.

c) *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915, 1:19-md-02915 (E.D. Vir.), 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 banner notices and

social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website.

d) *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 regarding four settlements with different settling defendants 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 banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website.

e) *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, a comprehensive media based notice plan was designed and implemented. The plan included a consumer print publication notice, targeted banner notices, and social media (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.

f) *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.), involved a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to “Data Security Incidents.” More than 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.

g) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a \$6.05 billion settlement reached by Visa and MasterCard. An intensive 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 an extensive online notice campaign featuring banner notices that generated more than 770 million adult impressions. Sponsored search listings and a settlement website in eight languages expanded the notice program. For the subsequent, \$5.54 billion 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 banner notices, which generated more than 689 million adult impressions.

h) *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. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in numerous data breach and privacy settlements, including:

Data Breach & Privacy Cases	Case No. & Court
<i>In re: Zoom Video Communications, Inc. Privacy Litigation</i>	3:20-cv-02155 (N.D. Cal.)
<i>In re: Capital One Consumer Data Security Breach Litigation</i>	MDL No. 2915 (E.D. Va.)
<i>In re: Morgan Stanley Data Security Litigation</i>	1:20-cv-05914 (S.D.N.Y.)
<i>In re: U.S. Office of Personnel Management Data Security Breach Litigation</i>	MDL No. 2664, (D.D.C.)
<i>In re: Department of Veteran Affairs (VA) Data Theft Litigation</i>	MDL No. 1796 (D.D.C.)
<i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i>	MDL No. 2633 (D. Or.)
<i>McCullough v. True Health New Mexico, Inc.</i>	D-202-CV-2021-06816 (2nd Dist. Ct., N.M.)

Data Breach & Privacy Cases	Case No. & Court
<i>Chapman v. Insight Global Inc.</i>	1:21-cv-00824 (M.D. Penn.)
<i>Thomsen et al. v. Morley Cos., Inc.</i>	1:22-cv-10271 (E.D. Mich.)
<i>In re Scripps Health Data Incident Litigation</i>	37-2021-00024103 (Sup. Ct. Cal. Cnty. of San Diego)
<i>Service et al. v. Volkswagen Group of America et al.</i>	C22-01841 (Sup. Ct. Cal. Cnty. of Contra Costa)
<i>Wenston Desue et al. v. 20/20 Eye Care Network Inc. et al.</i>	21-cv-61275 (S.D. Fla.)
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al.</i>	3:20-cv-03424 (N.D. Tex.)
<i>Cochran et al. v. The Kroger Co. et al.</i>	5:21-cv-01887 (N.D. Cal.)
<i>Ford et al. v. [24]7.ai, Inc. (Best Buy Data Incident)</i>	MDL No. 2863 (N.D. Cal.)
<i>Snyder et al. v. The Urology Center of Colorado, P.C.</i>	2021CV33707 (2nd Dist. Ct. Cnty. of Denver Col.)
<i>Dearing v. Magellan Health Inc. et al.</i>	CV2020-013648 (Sup. Ct. Cnty. of Maricopa, Ariz.)
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc.</i>	1:20-cv-02667 (S.D.N.Y.)
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute</i>	8:20-cv-01798 (M.D. Fla.)
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.</i>	2:18-cv-03019 (C.D. Cal.)
<i>In re Community Health Systems, Inc. Customer Data Security Breach Litigation</i>	MDL No. 2595 (N.D. Ala.)
<i>Lozano v. CodeMetro Inc.</i>	37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego)
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health</i>	3:18-cv-00327 (W.D. Wis.)
<i>Armon et al. v. Washington State University</i>	17-2-23244-1 consolidated with 17-2-25052-0 (Sup. Ct. Wash.)
<i>Kuss v. American HomePatient, Inc. et al.</i>	8:18-cv-02348 (M.D. Fla.)
<i>Nelson v. Roadrunner Transportation Systems, Inc.</i>	1:18-cv-07400 (N.D. Ill.)
<i>Adlouni v. UCLA Health System Auxiliary et al.</i>	BC589243 (Cal. Sup. Ct., L.A. Cnty.)
<i>Parsons v. Kimpton Hotel & Restaurant Group, LLC</i>	3:16-cv-05387 (N.D. Cal.)
<i>In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation</i>	CV2016-013446 (Ariz. Super. Ct., Maricopa Cnty.)
<i>McGann et al., v. Schnuck Markets, Inc.</i>	1322-CC00800 (Mo. Cir. Ct.)

Data Breach & Privacy Cases	Case No. & Court
<i>Greater Chautauqua Federal Credit Union et al. v. Kmart Corp. et al.</i>	1:15-cv-02228 (N.D. Ill.)
<i>In re: Heartland Payment Systems, Inc. Data Security Breach Litigation</i>	MDL No. 2046 (S.D. Tex.)
<i>In re: Countrywide Financial Corp. Customer Data Security Breach Litigation</i>	MDL No. 1998, (W.D. Ky.)

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

8. In forming expert opinions, my team 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 of our court-approved notice programs during that time. Overall, I have more than 23 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in hundreds of successful notice programs.

9. 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.

OVERVIEW

10. This Declaration describes the implementation of the Notice Program and Class Notices (the “Notice” or “Notices”) for *In Re Waste Management Data Breach Litigation*, Case No. 1:21-cv-06199-DLC, in the United States District Court for the Southern District of New York. Epiq designed this Notice Program based on our extensive prior experience and research into the notice issues particular to this case. We designed and implemented a Notice Program that was the

best method practicable under the circumstances to provide notice to the Settlement Class Members.

DATA PRIVACY AND SECURITY

11. Epiq has procedures in place to protect the security of data for the Settlement Class. As with all cases, Epiq maintains extensive data security and privacy safeguards in its official capacity as the Settlement Administrator for this action. A Service Agreement, which formally retains Epiq as the Settlement Administrator, governs Epiq's Settlement Administration responsibilities for the action. Epiq maintains adequate insurance in case of errors.

12. As a data processor, Epiq performs services on data provided, only as those outlined in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of its services to a client. For this Action, Settlement Class Member data was provided directly to Epiq. Epiq will not use such information or information 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 PROGRAM SUMMARY

18. Federal Rule of Civil Procedure 23 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 Program as implemented satisfied these requirements.

19. The Notice Program as designed and implemented reached the greatest practicable number of identified Settlement Class Members with individual notice. The Notice Program individual notice efforts reached approximately 92% of the identified Settlement Class Members. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice plans, was the best notice practicable under the circumstances, and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

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 . . .”).

CAFA NOTICE

20. On October 13, 2023, Epiq sent 55 CAFA Notice Packages (“CAFA Notice”) on behalf of Defendants Waste-Management Resources, LLC, as required by the federal Class Action Fairness Act of 2005 (CAFA), 28 U.S.C. § 1715. The CAFA Notice was sent via United States Postal Service (“USPS”) Certified Mail to 53 officials, which included the Attorneys General of 49 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands. As per the direction of the Office of the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically via email. The CAFA Notice was also sent via United Parcel Service (“UPS”) to the Attorney General of the United States. Details regarding the CAFA Notice mailing are provided in the *Declaration of Kyle S. Bingham on Implementation of CAFA Notice*, dated October 13, 2023, which is included as **Attachment 2**.

NOTICE PROGRAM DETAIL

21. On November 15, 2023, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order Granting Preliminary Approval of Class Action Settlement and Approving Notice Program* (“Preliminary Approval Order”). In the Preliminary Approval Order, the Court approved and certified, for settlement purposes, the following Settlement Class:

All individuals to whom Defendant sent notice of the January 2021 Data Security Incident, which is the subject of the instant litigation.

Excluded from the Settlement Class are all Settlement Class Members who timely and validly submit a Request for Exclusion and opt-out of the Settlement Class; the Judge(s) or Magistrate Judge(s) to whom the Action is assigned and any member of those Judges' staffs or immediate family members; and any members or employees of Defendant's Counsel.

22. After the Court’s Preliminary Approval Order was entered, Epiq began to implement the Notice Program. This Declaration details the notice activities undertaken to date

and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class Members. This Declaration also discusses the administration activity to date.

Individual Notice

23. On November 1, 2023, Epiq received one data file with 295,857 records for identified Settlement Class Members, including names and last known addresses. Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database. These efforts resulted in 281,221 unique, identified Settlement Class Member records, which were sent notice.

Individual Notice – Direct Mail

24. On December 15, 2023, Epiq sent 281,221 Postcard Notices to identified Settlement Class Members for whom an associated physical mailing address was available. The Postcard Notices were sent via USPS first-class mail. In addition to previously sending notice in English, Epiq is in the process of obtaining translated notices in French to send to Settlement Class Members with a mailing address in Quebec. The Postcard Notices clearly and concisely described the Settlement and the legal rights of the Settlement Class Members and directed Settlement Class Members to the Settlement Website for additional information. The Postcard Notice is included as **Attachment 3**.

25. Prior to sending the Postcard Notices, all mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure all address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses.

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

26. The return address on the Postcard Notices is a post office box that Epiq maintains for this case. The USPS automatically forwarded Postcard Notices with an available forwarding address order that has not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order had expired but was still within the time period in which the USPS returned the piece with the address indicated), or to better addresses that were found using a third-party address lookup service. Upon successfully locating better addresses, Postcard Notices were promptly re-mailed. As of January 9, 2024, Epiq has re-mailed 16,138 Postcard Notices.

27. Additionally, a Long Form Notice and Claim Form (“Claim Package”) was mailed to all persons who request one via the toll-free telephone number or other means. As of January 9, 2024, Epiq mailed 531 Claim Packages as a result of such requests. The Long Form Notice is included as **Attachment 4**. The Claim Form is included as **Attachment 5**.

Notice Results

28. As of January 9, 2024, a Postcard Notice was delivered to 260,812 of the 281,221 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 92% of the identified Settlement Class Members.

Settlement Website

29. On December 14, 2023, Epiq established a neutral, informational Settlement Website with an easy to remember domain name (www.WMDataBreachSettlement.com). The Settlement Website allows Settlement Class Members to obtain detailed information about the case and review relevant documents, including the Complaint, Long Form Notice, Postcard Notice, Claim Form, Settlement Agreement, Preliminary Approval Order, and other case-related documents. In addition, the Settlement Website includes relevant dates, answers to frequently

asked questions (“FAQs”), instructions for how Settlement Class Members are able to 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 are also able to file a Claim Form on the Settlement Website. The Settlement Website address was prominently displayed in all notice documents. As of January 9, 2024, there have been 15,449 unique visitor sessions to the settlement website, and 63,044 web pages have been presented.

Toll-Free Number

30. On December 14, 2023, Epiq established a toll-free telephone number (1-877-793-4157) to allow Settlement Class Members to call for additional information and listen to answers to FAQs. This automated phone system is available 24 hours per day, 7 days per week. In addition, callers have the option to leave a voice message and receive a call back from a live agent during normal business hours. The toll-free telephone number was prominently displayed in all notice documents. As of January 9, 2024, the toll-free number has handled 4,653 calls to the toll-free telephone number representing 9,676 minutes of use, and service agents have handled 1,131 incoming calls and 655 outbound calls representing 3,164 minutes of use.

31. A postal mailing address was established and continues to be available to allow Settlement Class Members to contact the Settlement Administrator to request additional information or ask questions.

Requests for Exclusion and Objections

32. The deadline to request exclusion from the Settlement or to object to the Settlement is January 29, 2024. As of January 9, 2024, Epiq has received four requests for exclusion. The Request for Exclusion Report is included as **Attachment 6**. As of January 9, 2024, Epiq has received no objections to the Settlement.

Claim Submissions and Distribution Options

33. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file

a Claim Form online or by mail prior to the claim filing deadline. With any method of filing a Claim Form, Settlement Class Members have the option of receiving a digital payment or a traditional paper check.

34. The deadline for Settlement Class Members to file a Claim Form is March 14, 2024. As of January 9, 2024, Epiq has received 5,586 Claim Forms (5,567 online and 19 paper). Since the March 14, 2024, claim filing deadline has not yet passed, these numbers are preliminary. By that deadline, I expect additional claims will have been filed by Settlement Class Members. As standard practice, Epiq is in the process of conducting a complete review and audit of all Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

CONCLUSION

35. 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 plan be optimized to reach the class and that the notice or notice plan itself not limit knowledge of the availability of options—nor the ability to exercise those options—to class members in any way. All of these requirements were met in this case.

36. The Notice Program included individual notice via first-class mail to identified Settlement Class Members. With the address updating protocols that were used, the Notice Program individual notice efforts reached approximately 92% of the identified Settlement Class Members. The reach was further enhanced by the Settlement Website. In 2010, the Federal Judicial Center (“FJC”) issued a *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, and is illustrative for state court courts. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the

class. It is reasonable to reach between 70–95%.”⁴ Here, we have developed and implemented a Notice Program that readily achieved a reach within that standard.

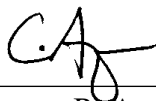
37. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated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

38. The Notice Program described above provided the best notice practicable under the circumstances of this case, conformed to all aspects of Federal Rule of Civil Procedure 23 regarding notice, and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

39. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 12, 2024, at Beaverton, Oregon.



Cameron R. Azari, Esq.

⁴ 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>.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications (“Hilsoft”) is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”). Hilsoft has been retained by defendants or plaintiffs for more than 575 cases, including more than 70 MDL case settlements, with notices appearing in more than 53 languages and in almost every country, territory, and dependency in the world. For more than 25 years, Hilsoft’s notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft implemented 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 banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).
- Hilsoft designed and implemented 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 and were enhanced by supplemental media provided with 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. ***In Re: Zoom Video Communications, Inc. Privacy Litigation*** 3:20-cv-02155 (N.D. Cal.).
- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants 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 banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).
- 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, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (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. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).
- For a \$60 million settlement for Morgan Stanley Smith Barney’s account holders in response to “Data Security Incidents,” Hilsoft designed and implemented an extensive individual notice program. More than 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. ***In re Morgan Stanley Data Security Litigation*** 1:20-cv-05914 (S.D.N.Y.).
- Hilsoft 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 Plans included mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and behaviorally targeted digital media. Combined, the notice plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).
- For a \$63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other 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 delivered 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 website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).
- 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 Hilsoft were delivered to approximately 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC*** 3:17-cv-03529 (N.D. Cal.).
- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft's expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members. In addition, Hilsoft implemented a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 95% of the class. ***In re Flint Water Cases*** 5:16-cv-10444, (E.D. Mich.).
- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than \$175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).
- For a landmark \$6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, \$5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. See No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).
- Hilsoft provided notice for the \$113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).
- For a \$26.5 million settlement, Hilsoft implemented a notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.*** 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).

- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national, consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website further expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.*** 1:19-cv-20592 (S.D. Fla.).
- For a \$250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 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. ***Hale v. State Farm Mutual Automobile Insurance Company et al.*** 3:12-cv-00660 (S.D. Ill.).
- Hilsoft designed and implemented an extensive individual notice program for a \$32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).
- For a \$20 million Telephone Consumer Protection Act (“TCPA”) settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).
- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors’ Joint Plan of Reorganization and Disclosure Statement. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.*** 16-cv-31602 (Bankr. W.D. N.C.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice efforts. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).
- Hilsoft handled a large asbestos bankruptcy bar date notice effort with individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp. et al.*** 14-10979 (Bankr. D. Del.).
- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.).
- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people for this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation*** 00-cv-192059 CPA (Ont. Super. Ct.).
- For BP’s \$7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft 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 more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice effort, reaching in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas, an average of 5.5 times each. ***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.).
- A point of sale notice effort with 100 million notices distributed to Lowe’s purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe’s Home Centers*** SU10-cv-2267B (Ga. Super. Ct.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 22 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notice campaigns in compliance with FRCP Rule 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re: Disposable Contact Lens Antitrust Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement), *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, *In re: Checking Account Overdraft Litigation*, and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 notice requirements, email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Kyle Bingham, Director – Epiq Legal Noticing

Kyle Bingham has more than 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy, and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation*, *Browning et al. v. Anheuser-Busch, LLC, Zanca et al. v. Epic Games, Inc., Kukorinis v. Walmart, Inc.*, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch), *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)*, *In re: Residential Schools Class Action Litigation*, and *Hale v. State Farm Mutual Automobile Insurance Company*. Kyle also handles and has worked on more than 350 CAFA notice mailings. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Stephanie Fiereck, Esq., Director of Legal Noticing

Stephanie Fiereck has more than 20 years of class action and bankruptcy administration experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex settlement administration. Stephanie is responsible for assisting clients with drafting detailed legal notice documents and writing declarations. During her career, she has written more than 1,000 declarations while working on an array of cases including: *In Re: Zoom Video Communications, Inc. Privacy Litigation*, *In re: Takata Airbag Products Liability Litigation*, *In Re: Capital One Consumer Data Security Breach Litigation*, *In re: fairlife Milk Products Marketing and Sales Practices Litigation*, *In re Flint Water Cases*, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice)*, *Hale v. State Farm Mutual Automobile Insurance Company*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010*, and *In re: Checking Account Overdraft Litigation*. Stephanie has handled more than 400 CAFA notice mailings. Prior to joining Hilsoft, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She has authored numerous articles regarding legal notice and settlement administration. Stephanie is an active member of the Oregon State Bar. She received her B.A. from St. Cloud State University and her J.D. from the University of Oregon School of Law. Stephanie can be reached at sfie@epiqglobal.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration since 2005. High profile actions he has been involved in include working with companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **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.
- **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, 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.
- **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.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **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.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 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.
- **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 COMMENTS

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.

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.

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. Cal., Cnty. of San Bernadino & Sup. Ct. Cal. Cnty. of San Francisco):

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, *Aselfine 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.

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

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 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.):

In accordance with the Settlement Agreement, Epiq launched the Settlement Website and mailed out settlement notices in accordance with the preliminary approval order. (ECF No. 149). Pursuant to this Court's preliminary approval order, 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.

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 ... (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Azari Dec."] ¶19). As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented. (Ibid.).

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 (Azari Dec. ¶20). 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. (Azari Dec. ¶14) As of November 10, 2021, 169,404 of those class members successfully received notice. (Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Supp. Azari Dec."] ¶10).

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. of Cal., Cnty. of San Fran.):

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

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

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

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

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

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

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

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

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

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

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

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

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

The Court finds that the notice and notice plan previously approved by the Court was implemented and

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

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

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

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 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. Id.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

Judge Jean Hoefler 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.

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).

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 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 (ECF No. 225-1), 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.

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 Battlestone, *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.

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.

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, *AI'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.

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

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

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

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

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

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

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

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

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

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

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

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

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.

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.

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.

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 "appris[e] 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." (Dkt. No. 3188-2 ¶ 24.)

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 Murguía, *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.

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. [Hilsoft Notifications], 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." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). 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. Azari Decl. ¶¶ 30-39.

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.

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 parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. 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 (docket #129), 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 that Hilsoft Notifications has designed and 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 ... Hilsoft Notifications analyzed 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.

Judge Ted Stewart, *Miller v. Basic Research, LLC* (Sept. 2, 2010) 2:07-cv-00871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

[T]he elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re: Department of Veterans Affairs (VA) Data Theft Litigation* (Sept. 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

LEGAL NOTICE CASES

Hilsoft has served as a notice expert for planning, implementation and/or analysis in the following partial list of cases:

<i>In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation</i>	N.D. Cal., No. 19-md-02913
<i>Rogowski et al. v. State Farm Life Insurance Company et al. (Whole Life or Universal Life Insurance)</i>	W.D. Mo., No. 4:22-cv-00203
<i>Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown (TCPA)</i>	W.D.N.Y., No. 1:22-cv-00309
<i>In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation</i>	S.D. Ind., No. 3:21-cv-00007
<i>Meier v. Prosperity Bank (Bank Fees & Overdraft)</i>	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
<i>Middleton et al. v. Liberty Mutual Personal Insurance Company et al. (Auto Insurance Claims Sales Tax)</i>	S.D. Ohio, No. 1:20-cv-00668
<i>Checchia v. Bank of America, N.A. (Bank Fees)</i>	E.D. Penn., No. 2:21-cv-03585
<i>McCullough v. True Health New Mexico, Inc. (Data Breach)</i>	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
<i>Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. (Swiss Franc LIBOR-Based Derivatives)</i>	S.D.N.Y., No. 1:15-cv-00871
<i>Duggan et al. v. Wings Financial Credit Union (Bank Fees)</i>	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
<i>Miller v. Bath Saver, Inc. et al. (TCPA)</i>	M.D. Penn., No. 1:21-cv-01072
<i>Chapman v. Insight Global Inc. (Data Breach)</i>	M.D. Penn., No. 1:21-cv-00824
<i>Thomsen et al. v. Morley Cos., Inc. (Data Breach)</i>	E.D. Mich., No. 1:22-cv-10271
<i>In re Scripps Health Data Incident Litigation (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
<i>In Re Robinhood Outage Litigation (Trading Outage)</i>	N.D. Cal., No. 3:20-cv-01626
<i>Walker v Highmark BCBS Health (TCPA)</i>	W.D. Penn., No. 20-cv-01975
<i>Dickens et al. v. Thinx, Inc. (Consumer Product)</i>	S.D.N.Y., No. 1:22-cv-04286
<i>Service et al. v. Volkswagen Group of America et al. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
<i>Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company (Automobile Total Loss)</i>	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
<i>Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. (Data Breach)</i>	S.D. Fla., No. 21-cv-61275
<i>Rivera v. IH Mississippi Valley Credit Union (Overdraft)</i>	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
<i>Guthrie v. Service Federal Credit Union (Overdraft)</i>	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
<i>Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (Medical Insurance)</i>	27th Jud. D. Ct. La., No. 16-C-3647
<i>Churchill et al. v. Bangor Savings Bank (Overdraft)</i>	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
<i>Brower v. Northwest Community Credit Union (Bank Fees)</i>	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
<i>Kent et al. v. Women's Health USA, Inc. et al. (IVF Antitrust Pricing)</i>	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

<i>In re: U.S. Office of Personnel Management Data Security Breach Litigation</i>	D.D.C., No. MDL No. 2664, 15-cv-01394
<i>In re: fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)</i>	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
<i>In Re: Zoom Video Communications, Inc. Privacy Litigation</i>	N.D. Cal., No. 3:20-cv-02155
<i>Browning et al. v. Anheuser-Busch, LLC (False Advertising)</i>	W.D. Mo., No. 20-cv-00889
<i>Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)</i>	N.D. Ga., No. 1:19-cv-01411
<i>In re: Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)</i>	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
<i>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</i>	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPs) (Smithfield Foods, Inc.)</i>	D. Minn., No. 0:18-cv-01776
<i>Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)</i>	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
<i>In Re: Capital One Consumer Data Security Breach Litigation</i>	E.D. Va., MDL No. 2915, No. 1:19-md-02915
<i>Aseltine v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)</i>	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
<i>In re Morgan Stanley Data Security Litigation</i>	S.D.N.Y., No. 1:20-cv-05914
<i>DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)</i>	C.D. Cal., No. 2:20-cv-05692
<i>In re: California Pizza Kitchen Data Breach Litigation</i>	C.D. Cal., No. 8:21-cv-01928
<i>Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)</i>	D. Mass., No. 1:16-cv-11512
<i>Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)</i>	2nd Dist. Ct. Cnty. of Denver Col., No. 2021CV33707
<i>Dearing v. Magellan Health Inc. et al. (Data Breach)</i>	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
<i>Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)</i>	S.D.N.Y., No. 1:20-cv-02667
<i>In Re: Takata Airbag Products Liability Litigation (Volkswagen)</i>	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
<i>Beiswinger v. West Shore Home, LLC (TCPA)</i>	M.D. Fla., No. 3:20-cv-01286
<i>Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)</i>	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
<i>Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)</i>	N.D. Tex., No. 3:20-cv-03424
<i>Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)</i>	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
<i>Cochran et al. v. The Kroger Co. et al. (Data Breach)</i>	N.D. Cal., No. 5:21-cv-01887

<i>Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)</i>	C.D. Cal., No. 8:21-cv-00621
<i>Abramson v. Safe Streets USA LLC (TCPA)</i>	E.D.N.C., No. 5:19-cv-00394
<i>Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)</i>	M.D. Fla., No. 8:20-cv-01798
<i>Mayo v. Affinity Plus Federal Credit Union (Overdraft)</i>	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
<i>Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)</i>	C.D. Cal., No. 5:19-cv-02456
<i>Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
<i>Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:22-cv-00055
<i>Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)</i>	E.D. Va., No. 3:21-cv-00019
<i>Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)</i>	N.D. Ill., No. 1:18-cv-02068
<i>Fallis et al. v. Gate City Bank (Overdraft)</i>	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
<i>Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)</i>	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
<i>Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)</i>	C.D. Cal., No. 2:18-cv-03019
<i>Wallace v. Wells Fargo (Overdraft Fees on Uber and Lyft One-Time Transactions)</i>	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
<i>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.</i>	N.D. Ill., No. 1:20-cv-02295
<i>Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)</i>	D. Alaska, No. 3:19-cv-00229
<i>Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)</i>	E.D.N.Y., No. 1:18-cv-07124
<i>In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)</i>	D. Minn., No. 0:18-cv-01776
<i>Lozano v. CodeMetro Inc. (Data Breach)</i>	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
<i>Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)</i>	N.D. Cal., No. 3:17-cv-03529
<i>Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership (TCPA)</i>	M.D. Fla., No. 8:13-cv-01592
<i>Thompson et al. v. Community Bank, N.A. (Overdraft)</i>	N.D.N.Y., No. 8:19-cv-00919
<i>Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)</i>	E.D. Mich., No. 2:14-cv-12719
<i>Silveira v. M&T Bank (Mortgage Fees)</i>	C.D. Cal., No. 2:19-cv-06958
<i>In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>In Re: Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)</i>	C.D. Cal., No. 8:16-cv-00262
<i>Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)</i>	C.D. Cal., No. 4:17-cv-02856
<i>Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)</i>	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

<i>In re: Flint Water Cases</i>	E.D. Mich., No. 5:16-cv-10444
<i>Kukorinis v. Walmart, Inc. (Weighted Goods Pricing)</i>	S.D. Fla., No. 1:19-cv-20592
<i>Grace v. Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)</i>	N.D. Cal., No. 17-cv-00551
<i>Alvarez v. Sirius XM Radio Inc.</i>	C.D. Cal., No. 2:18-cv-08605
<i>In re: Pre-Filled Propane Tank Antitrust Litigation</i>	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
<i>In re: Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Morris v. Provident Credit Union (Overdraft)</i>	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
<i>Pennington v. Tetra Tech, Inc. et al. (Property)</i>	N.D. Cal., No. 3:18-cv-05330
<i>Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)</i>	N.D. Cal., No. 3:16-cv-04067
<i>UFCW & Employers Benefit Trust v. Sutter Health et al. (Self-Funded Payors)</i>	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
<i>Fitzhenry v. Independent Home Products, LLC (TCPA)</i>	D.S.C., No. 2:19-cv-02993
<i>In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.</i>	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
<i>Sager et al. v. Volkswagen Group of America, Inc. et al.</i>	D.N.J., No. 18-cv-13556
<i>Bautista v. Valero Marketing and Supply Company</i>	N.D. Cal., No. 3:15-cv-05557
<i>Richards et al. v. Chime Financial, Inc. (Service Disruption)</i>	N.D. Cal., No. 4:19-cv-06864
<i>In re: Health Insurance Innovations Securities Litigation</i>	M.D. Fla., No. 8:17-cv-02186
<i>Fox et al. v. Iowa Health System d.b.a. UnityPoint Health (Data Breach)</i>	W.D. Wis., No. 18-cv-00327
<i>Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)</i>	M.D. Fla., No. 3:18-cv-01011
<i>AI's Discount Plumbing et al. v. Viega, LLC (Building Products)</i>	M.D. Pa., No. 19-cv-00159
<i>Rose v. The Travelers Home and Marine Insurance Company et al.</i>	E.D. Pa., No. 19-cv-00977
<i>Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe</i>	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
<i>Garvin v. San Diego Unified Port District</i>	Sup. Ct. Cal., No. 37-2020-00015064
<i>Consumer Financial Protection Bureau v. Siringoringo Law Firm</i>	C.D. Cal., No. 8:14-cv-01155
<i>Robinson v. Nationstar Mortgage LLC</i>	D. Md., No. 8:14-cv-03667
<i>Drazen v. GoDaddy.com, LLC and Bennett v. GoDaddy.com, LLC (TCPA)</i>	S.D. Ala., No. 1:19-cv-00563
<i>In re: Libor-Based Financial Instruments Antitrust Litigation</i>	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
<i>Izor v. Abacus Data Systems, Inc. (TCPA)</i>	N.D. Cal., No. 19-cv-01057
<i>Cook et al. v. South Carolina Public Service Authority et al.</i>	Ct. of Com. Pleas. 13 th Jud. Cir. S.C., No. 2019-CP-23-6675

<i>K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals</i>	30th Jud. Dist. Tenn., No. CH-13-04871-1
<i>In re: Roman Catholic Diocese of Harrisburg</i>	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
<i>Denier et al. v. Taconic Biosciences, Inc.</i>	Sup Ct. N.Y., No. 00255851
<i>Robinson v. First Hawaiian Bank (Overdraft)</i>	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
<i>Burch v. Whirlpool Corporation</i>	W.D. Mich., No. 1:17-cv-00018
<i>Armon et al. v. Washington State University (Data Breach)</i>	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
<i>Wilson et al. v. Volkswagen Group of America, Inc. et al.</i>	S.D. Fla., No. 17-cv-23033
<i>Prather v. Wells Fargo Bank, N.A. (TCPA)</i>	N.D. Ill., No. 1:17-cv-00481
<i>In re: Wells Fargo Collateral Protection Insurance Litigation</i>	C.D. Cal., No. 8:17-ml-02797
<i>Ciuffitelli et al. v. Deloitte & Touche LLP et al.</i>	D. Ore., No. 3:16-cv-00580
<i>Coffeng et al. v. Volkswagen Group of America, Inc.</i>	N.D. Cal., No. 17-cv-01825
<i>Audet et al. v. Garza et al.</i>	D. Conn., No. 3:16-cv-00940
<i>In re: Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)</i>	M.D. Fla., No. 3:15-md-02626
<i>Hyder et al. v. Consumers County Mutual Insurance Company</i>	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
<i>Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:19-cv-00248
<i>In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation</i>	D.S.C., MDL No. 2613, No. 6:15-MN-02613
<i>Liggio v. Apple Federal Credit Union</i>	E.D. Va., No. 1:18-cv-01059
<i>Garcia v. Target Corporation (TCPA)</i>	D. Minn., No. 16-cv-02574
<i>Albrecht v. Oasis Power, LLC d/b/a Oasis Energy</i>	N.D. Ill., No. 1:18-cv-01061
<i>McKinney-Drobnis et al. v. Massage Envy Franchising</i>	N.D. Cal., No. 3:16-cv-06450
<i>In re: Optical Disk Drive Products Antitrust Litigation</i>	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
<i>Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens</i>	E.D. Tex., No. 4:17-cv-00001
<i>In re: Kaiser Gypsum Company, Inc. et al. (Asbestos)</i>	Bankr. W.D. N.C., No. 16-31602
<i>Kuss v. American HomePatient, Inc. et al. (Data Breach)</i>	M.D. Fla., No. 8:18-cv-02348
<i>Lusnak v. Bank of America, N.A.</i>	C.D. Cal., No. 14-cv-01855
<i>In re: Premera Blue Cross Customer Data Security Breach Litigation</i>	D. Ore., MDL No. 2633, No. 3:15-md-02633
<i>Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)</i>	N.D. Cal., No. 16-cv-00278
<i>Grayson et al. v. General Electric Company (Microwaves)</i>	D. Conn., No. 3:13-cv-01799

Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
Lashambae v. Capital One Bank, N.A. (Overdraft)	E.D.N.Y., No. 1:17-cv-06406
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
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A., as part of In re: Checking Account Overdraft	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
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
Walters et al. v. Target Corp. (Overdraft)	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
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
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
Di Filippo v. The Bank of Nova Scotia et al. (Gold Market Instrument)	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit et al. v. Nationstar Mortgage LLC et al. (TCPA)	C.D. Cal., No. 5:15-cv-02190
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
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
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
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
Martin v. Trott (MI - Foreclosure)	E.D. Mich., No. 2:15-cv-12838
Knapper v. Cox Communications, Inc. (TCPA)	D. Ariz., No. 2:17-cv-00913
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
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medcredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
Gergetz v. Telenav, Inc. (TCPA)	N.D. Cal., No. 5:16-cv-04261
Ajose et al. v. Interline Brands Inc. (Plumbing Fixtures)	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc. et al.	E.D. Pa., No. 2:15-cv-00730
Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
Vergara et al., v. Uber Technologies, Inc. (TCPA)	N.D. Ill., No. 1:15-cv-06972
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
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
Hale v. State Farm Mutual Automobile Insurance Company et al.	S.D. Ill., No. 3:12-cv-00660
Farrell v. Bank of America, N.A. (Overdraft)	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
Wallace et al. v. Monier Lifetile LLC et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
Pantelyat et al. v. Bank of America, N.A. et al. (Overdraft / Uber)	S.D.N.Y., No. 16-cv-08964
Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. (ISDAfix Instruments)	S.D.N.Y., No. 14-cv-07126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
Ma et al. v. Harmless Harvest Inc. (Coconut Water)	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
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
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
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
Jacobs et al. v. Huntington Bancshares Inc. et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
Morton v. Greenbank (Overdraft Fees)	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. (Overdraft Fees)	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. (Broker's Price Opinions)	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. (Data Breach)	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. (Overdraft Fees)	13th Jud. Cir. Tenn., No. CT-004085-11
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
Glasko v. Independent Bank Corporation (Overdraft Fees)	Cir. Ct. Mich., No. 13-009983
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
Swift v. BancorpSouth Bank, as part of In re: Checking Account Overdraft	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:12-cv-02247
Gary, LLC v. Deffenbaugh Industries, Inc. et al.	D. Kan., No. 2:13-cv-02634
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.	27 th 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
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
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
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A., as part of In re: Checking Account Overdraft	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al., as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

<i>In re: MI Windows and Doors Inc. Products Liability Litigation (Building Products)</i>	D.S.C., MDL No. 2333
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>Scharfstein v. BP West Coast Products, LLC</i>	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., No. 1:12-cv-02871
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., No. 11-cv-06700
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 1:10-cv-10392
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i>	E.D.N.Y., MDL No. 2221, No. 11-md-2221
<i>Wong et al. v. Alacer Corp. (Emergen-C)</i>	Sup. Ct. Cal., No. CGC-12-519221
<i>Mello et al. v. Susquehanna Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>In re: Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill., No. 09-cv-07666
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich., No. 2:12-cv-10267
<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5242-B
<i>Simmons v. Comerica Bank, N.A., as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036
<i>McGann et al., v. Schnuck Markets, Inc. (Data Breach)</i>	Mo. Cir. Ct., No. 1322-CC00800
<i>Rose v. Bank of America Corporation et al. (TCPA)</i>	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., No. 3:12-cv-01405
<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., No. 4:13-cv-00250
<i>Price v. BP Products North America</i>	N.D. Ill., No. 12-cv-06799
<i>Yarger v. ING Bank</i>	D. Del., No. 11-154-LPS
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., No. CV-11-4322294-00CP
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
<i>Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)</i>	Ark. Cir. Ct., No. 60CV03-4661
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27th Jud. D. Ct. La., No. 09-C-5244-C
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27th Jud. D. Ct. La., No. 12-C-1599-C
<i>Evans et al. v. TIN, Inc. et al. (Environmental)</i>	E.D. La., No. 2:11-cv-02067
<i>Casayuran v. PNC Bank, as part of In re: Checking Account Overdraft</i>	S.D. Fla., MDL No. 2036

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
Sachar v. Iberiabank Corporation, as part of In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Williams v. S.I.F. Consultants (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463
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

<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., No. 2:06-cv-00927
<i>Mathena v. Webster Bank, N.A., as part of In re: Checking Account Overdraft</i>	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
<i>Vereen v. Lowe's Home Centers (Defective Drywall)</i>	Ga. Super. Ct., No. SU10-cv-2267B
<i>Trombley v. National City Bank, as part of In re: Checking Account Overdraft</i>	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., No. 1:09-cv-06655
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., No. 06-cv-02893
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., No. 08-cv-02797
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., No. 3:07-cv-03018
<i>In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-cv-08742
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14th Jud. D. Ct. La., No. 2004-002417
<i>Miller v. Basic Research, LLC (Weight-loss Supplement)</i>	D. Utah, No. 2:07-cv-00871
<i>In re: Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No. 1998
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., No. 05-cv-01851
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., No. UNN-L-0800-01
<i>Opelousas Trust Authority v. Summit Consulting</i>	27th Jud. D. Ct. La., No. 07-C-3737-B
<i>Steele v. Pergo (Flooring Products)</i>	D. Ore., No. 07-cv-01493
<i>Pavlov v. Continental Casualty Co. (Long Term Care Insurance)</i>	N.D. Ohio, No. 5:07-cv-02580
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>In re: Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-cv-04182

Hilsoft-cv-148

Attachment 2

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-CV-06199-DLC

DECLARATION OF KYLE S. BINGHAM ON IMPLEMENTATION OF CAFA NOTICE

I, KYLE S. BINGHAM, hereby declare and state as follows:

1. My name is KYLE S. BINGHAM. I am over the age of 25 and I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am the Director of Legal Noticing for Epiq Class Action & Claims Solutions, Inc. (“Epiq”), a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. I have overseen and handled Class Action Fairness Act (“CAFA”) notice mailings for more than 400 class action settlements.

3. Epiq is a firm with more than 25 years of experience in claims processing and settlement administration. Epiq’s class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment of fulfillment services, receipt and processing of opt-outs, coordination with the United States Postal Service (“USPS”), claims database management, claim adjudication, funds management and distribution services.

4. The facts in this Declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Epiq.

CAFA NOTICE IMPLEMENTATION

5. At the direction of counsel for Defendant Waste-Management Resources, LLC, 55 federal and state officials (the Attorney General of the United States and the Attorneys

General of each of the 50 states, the District of Columbia, Guam, Puerto Rico and the Virgin Islands) were identified to receive CAFA notice.

6. Epiq maintains a list of these federal and state officials with contact information for the purpose of providing CAFA notice. Prior to mailing, the names and addresses selected from Epiq's list were verified, then run through the Coding Accuracy Support System ("CASS") maintained by the United States Postal Service ("USPS").¹

7. On October 13, 2023, Epiq sent 55 CAFA Notice Packages ("Notice"). The Notice was mailed via USPS Certified Mail to 53 officials (the Attorneys General of 49 states, the District of Columbia, Guam, Puerto Rico, and the Virgin Islands). As per the direction of the Office of the Nevada Attorney General, the Notice was sent to the Nevada Attorney General electronically via email. The Notice was also sent via United Parcel Service ("UPS") to the Attorney General of the United States. The CAFA Notice Service List (USPS Certified Mail, Email, and UPS) is included as **Attachment 1**.

8. The materials sent to the federal and state officials included a Cover Letter, which provided notice of the proposed Settlement of the above-captioned case. The Cover Letter is included as **Attachment 2**.

9. The cover letter was accompanied by a CD, which included the following:

- (a) *Class Action Complaint* [Docket No. 1] and *Consolidated Amended Class Action Complaint* and the materials filed therewith [Docket 42].
- (b) *Plaintiffs' Unopposed Joint Motion for Approval of Class Action Settlement* filed on October 5, 2023 [Docket No. 62] and *Declaration of Gayle M. Blatt in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement* [Docket No. 63], with the following attachments:

¹ CASS improves the accuracy of carrier route, 5-digit ZIP®, ZIP + 4® and delivery point codes that appear on mail pieces. The USPS makes this system available to mailing firms who want to improve the accuracy of postal codes, i.e., 5-digit ZIP®, ZIP + 4®, delivery point (DPCs), and carrier route codes that appear on mail pieces.

- Class Action Settlement Agreement and Release (the “Settlement Agreement”).
 - Exhibit 1 to the Settlement Agreement is the [Proposed] Order Granting Preliminary Approval of Class Action Settlement and Approving Notice Program.
 - Exhibit 2 to the Settlement Agreement is the Detailed Notice of a Class Action Settlement that will be posted to the settlement website and that describes the class members’ right to exclude themselves from the class.
 - Exhibit 3 to the Settlement Agreement is the Postcard Notice of a Class Action Settlement that will be distributed to class members and that describes the class members’ right to exclude themselves from the class.
 - Exhibit 4 to the Settlement Agreement is the Credit Monitoring and Identity Restoration Enrollment Election Form.
 - Exhibit 5 to the Settlement Agreement is the [Proposed] Order for Final Judgment.
- (c) *Joint Motion for Indicative Ruling Regarding Settlement Approval* [Docket No. 61] and *Order on Indicative Ruling under Federal Rule of Civil Procedure 62.1* [Docket No. 65].
- (d) *Order Setting a Hearing on the Joint Motion for Indicative Ruling Regarding Settlement Approval* entered October 6, 2023 [Docket No. 64] and scheduling a hearing on October 10, 2023.
- (e) *Opinion and Order regarding the Motion to Dismiss Plaintiffs’ Amended Consolidated Class Action Complaint* [Docket No. 58] and *Entry of Judgment* [Docket No. 59], filed February 24, 2022, pursuant to which the Court dismissed plaintiffs’ claims against WM.
- (f) A list of the states/territories in which class members reside and the estimated percentage of class members that reside in each state/territory.

I declare under penalty of perjury that the foregoing is true and correct. Executed on
October 13, 2023.


KYLE S. BINGHAM

Attachment 1

CAFA Notice Service List

USPS Certified Mail

Company	FullName	Address1	Address2	City	State	Zip
Office of the Attorney General	Treg Taylor	1031 W 4th Ave	Suite 200	Anchorage	AK	99501
Office of the Attorney General	Steve Marshall	501 Washington Ave		Montgomery	AL	36104
Office of the Attorney General	Tim Griffin	323 Center St	Suite 200	Little Rock	AR	72201
Office of the Attorney General	Kris Mayes	2005 N Central Ave		Phoenix	AZ	85004
Office of the Attorney General	CAFA Coordinator	Consumer Protection Section	455 Golden Gate Ave Suite 11000	San Francisco	CA	94102
Office of the Attorney General	Phil Weiser	Ralph L Carr Colorado Judicial Center	1300 Broadway Fl 10	Denver	CO	80203
Office of the Attorney General	William Tong	165 Capitol Ave		Hartford	CT	06106
Office of the Attorney General	Brian Schwalb	400 6th St NW		Washington	DC	20001
Office of the Attorney General	Kathy Jennings	Carvel State Bldg	820 N French St	Wilmington	DE	19801
Office of the Attorney General	Ashley Moody	State of Florida	The Capitol PL-01	Tallahassee	FL	32399
Office of the Attorney General	Chris Carr	40 Capitol Square SW		Atlanta	GA	30334
Department of the Attorney General	Anne E Lopez	425 Queen St		Honolulu	HI	96813
Iowa Attorney General	Brenna Bird	Hoover State Office Building	1305 E Walnut St	Des Moines	IA	50319
Office of the Attorney General	Raul Labrador	700 W Jefferson St Ste 210	PO Box 83720	Boise	ID	83720
Office of the Attorney General	Kwame Raoul	100 W Randolph St		Chicago	IL	60601
Office of the Indiana Attorney General	Todd Rokita	Indiana Government Center South	302 W Washington St Rm 5	Indianapolis	IN	46204
Office of the Attorney General	Kris Kobach	120 SW 10th Ave 2nd Fl		Topeka	KS	66612
Office of the Attorney General	Daniel Cameron	700 Capitol Ave Suite 118		Frankfort	KY	40601
Office of the Attorney General	Jeff Landry	PO Box 94005		Baton Rouge	LA	70804
Office of the Attorney General	Andrea Campbell	1 Ashburton Pl 20th Fl		Boston	MA	02108
Office of the Attorney General	Anthony G Brown	200 St Paul Pl		Baltimore	MD	21202
Office of the Attorney General	Aaron Frey	6 State House Station		Augusta	ME	04333
Department of Attorney General	Dana Nessel	PO BOX 30212		Lansing	MI	48909
Office of the Attorney General	Keith Ellison	445 Minnesota St Ste 1400		St Paul	MN	55101
Missouri Attorney General's Office	Andrew Bailey	207 West High Street	PO Box 899	Jefferson City	MO	65102
Mississippi Attorney General	Lynn Fitch	PO Box 220		Jackson	MS	39205
Office of the Attorney General	Austin Knudsen	215 N Sanders 3rd Fl	PO Box 201401	Helena	MT	59620
Attorney General's Office	Josh Stein	9001 Mail Service Ctr		Raleigh	NC	27699
Office of the Attorney General	Drew H Wrigley	600 E Boulevard Ave Dept 125		Bismarck	ND	58505
Nebraska Attorney General	Mike Hilgers	2115 State Capitol	PO Box 98920	Lincoln	NE	68509
Office of the Attorney General	John Formella	NH Department of Justice	33 Capitol St	Concord	NH	03301
Office of the Attorney General	Matthew J Platkin	25 Market Street	PO Box 080	Trenton	NJ	08625
Office of the Attorney General	Raul Torrez	408 Galisteo St	Villagra Bldg	Santa Fe	NM	87501
Office of the Attorney General	CAFA Coordinator	28 Liberty Street 15th Floor		New York	NY	10005
Office of the Attorney General	Dave Yost	30 E Broad St Fl 14		Columbus	OH	43215
Office of the Attorney General	Gentner Drummond	313 NE 21st St		Oklahoma City	OK	73105
Office of the Attorney General	Ellen F Rosenblum	Oregon Department of Justice	1162 Court St NE	Salem	OR	97301
Office of the Attorney General	Michelle A. Henry	16th Fl Strawberry Square		Harrisburg	PA	17120
Office of the Attorney General	Peter F Neronha	150 S Main St		Providence	RI	02903
Office of the Attorney General	Alan Wilson	PO Box 11549		Columbia	SC	29211
Office of the Attorney General	Marty Jackley	1302 E Hwy 14 Ste 1		Pierre	SD	57501
Office of the Attorney General	Jonathan Skrmetti	PO Box 20207		Nashville	TN	37202
Office of the Attorney General	Ken Paxton	PO Box 12548		Austin	TX	78711
Office of the Attorney General	Sean D Reyes	PO Box 142320		Salt Lake City	UT	84114
Office of the Attorney General	Jason S Miyares	202 N 9th St		Richmond	VA	23219
Office of the Attorney General	Charity R Clark	109 State St		Montpelier	VT	05609
Office of the Attorney General	Bob Ferguson	800 5th Ave Ste 2000		Seattle	WA	98104
Office of the Attorney General	Josh Kaul	PO Box 7857		Madison	WI	53707
Office of the Attorney General	Patrick Morrissey	State Capitol Complex Bldg 1 Room E 26	1900 Kanawha Blvd E	Charleston	WV	25305
Office of the Attorney General	Bridget Hill	109 State Capital		Cheyenne	WY	82002
Attorney General Office of Guam	Douglas Moylan	Administrative Division	590 S Marine Corps Dr Ste 901	Tamuning	GU	96913
PR Department of Justice	Domingo Emanuelli Hernández	PO Box 9020192		San Juan	PR	00902
Department of Justice	Ariel M. Smith	3438 Kronprindsens Gade Ste 2	GERS BLDG	St Thomas	VI	00802

CAFA Notice Service List

Email

Company	Contact Format	State
Office of the Attorney General for Nevada	All documents sent to NV AG at their dedicated CAFA email inbox.	NV

CAFA Notice Service List

UPS

Company	FullName	Address1	Address2	City	State	Zip
US Department of Justice	Merrick B. Garland	950 Pennsylvania Ave NW		Washington	DC	20530

Attachment 2

Akin Gump

STRAUSS HAUER & FELD LLP

MICHELLE A. REED

+1 214.969.2713/fax: +1 214.969.4343

mreed@akingump.com

October 13, 2023

VIA PRIORITY MAIL

Re: Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715

Dear Federal and State Officials:

Akin Gump Strauss Hauer & Feld represents USA Waste-Management Resources, LLC (“WM”) in a consolidated class action lawsuit entitled *In re Waste Management Data Breach Litigation*, Case No. 1:21-cv-06199-DLC. The lawsuit is pending before the Honorable Denise L. Cote in the United States District Court for the Southern District of New York. This letter is to advise you that Plaintiffs filed a Motion for Preliminary Approval of Settlement in connection with this class action lawsuit on October 5, 2023.

Case Name: *In re Waste Management Data Breach Litigation*

Case Number: 1:21-cv-06199-DLC
(consolidated with 1:21-cv-06147-DLC; 1:21-cv-06257-DLC;
1:21-cv-06902-DLC)

Jurisdiction: United States District Court,
Southern District of New York

Date Settlement

Filed with Court: October 5, 2023

WM denies any wrongdoing or liability whatsoever, but has decided to settle this action solely in order to eliminate the burden, expense, and uncertainties of further litigation. As of October 13, 2023, there has been no final fairness hearing scheduled in this matter.

In compliance with 28 U.S.C. § 1715(b), the following documents are included on the CD that is enclosed with this letter:

1. *Class Action Complaint* [Docket No. 1] and *Consolidated Amended Class Action Complaint* and the materials filed therewith [Docket 42].
2. *Plaintiffs’ Unopposed Joint Motion for Approval of Class Action Settlement* filed on October 5, 2023 [Docket No. 62] and *Declaration of Gayle M. Blatt in Support*

October 13, 2023
Page 2

of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [Docket No. 63], with the following attachments:

- a. Class Action Settlement Agreement and Release (the "Settlement Agreement").
 - b. Exhibit 1 to the Settlement Agreement is the [Proposed] Order Granting Preliminary Approval of Class Action Settlement and Approving Notice Program.
 - c. Exhibit 2 to the Settlement Agreement is the Detailed Notice of a Class Action Settlement that will be posted to the settlement website and that describes the class members' right to exclude themselves from the class.
 - d. Exhibit 3 to the Settlement Agreement is the Postcard Notice of a Class Action Settlement that will be distributed to class members and that describes the class members' right to exclude themselves from the class.
 - e. Exhibit 4 to the Settlement Agreement is the Credit Monitoring and Identity Restoration Enrollment Election Form.
 - f. Exhibit 5 to the Settlement Agreement is the [Proposed] Order for Final Judgment.
3. *Joint Motion for Indicative Ruling Regarding Settlement Approval* [Docket No. 61] and *Order on Indicative Ruling under Federal Rule of Civil Procedure 62.1* [Docket No. 65].
 4. *Order Setting a Hearing on the Joint Motion for Indicative Ruling Regarding Settlement Approval* entered October 6, 2023 [Docket No. 64] and scheduling a hearing on October 10, 2023.
 5. *Opinion and Order regarding the Motion to Dismiss Plaintiffs' Amended Consolidated Class Action Complaint* [Docket No. 58] and *Entry of Judgment* [Docket No. 59], filed February 24, 2022, pursuant to which the Court dismissed plaintiffs' claims against WM. As of October 13, 2023, there has been no final fairness hearing scheduled in this matter and the Court has not issued an opinion regarding the content of the proposed notice or the settlement.

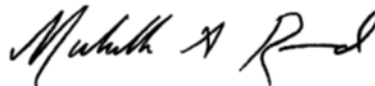
October 13, 2023

Page 3

6. A list of the states/territories in which class members reside and the estimated percentage of class members that reside in each state/territory.

If for any reason you believe the enclosed information does not fully comply with 28 U.S.C. § 1715, please contact me immediately so that WM can address any concerns or questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Michelle A. Reed". The signature is written in a cursive, flowing style.

Michelle A. Reed

Enclosure – CD Rom

Attachment 3

In re Waste Management Data Breach Litigation
c/o Settlement Administrator
P.O. Box 2078
Portland, OR 97208-2078

**COURT-ORDERED LEGAL NOTICE
OF CLASS ACTION SETTLEMENT**

You may be entitled to submit a Claim
for monetary compensation and other
benefits under a class action Settlement.

WMDDataBreachSettlement.com

UNIQUE ID: [REDACTED]

[REDACTED]

This Notice may affect your legal rights. Please read it carefully. Case 1:21-cv-06199-DLC Document 73-4 Filed 01/15/24 Page 84 of 98

***In re Waste Management Data Breach Litigation,
Case No. 21-cv-06199-DLC (S.D.N.Y)***

If USA Waste-Management Resources, LLC, Notified You of a Data Security Incident, You May Be Eligible for a CASH PAYMENT and Other Benefits From a Class Action Settlement.

PLEASE VISIT WMDATABREACHSETTLEMENT.COM FOR MORE INFORMATION.

A Settlement has been reached in a class action lawsuit concerning a data breach at USA Waste-Management Resources, LLC (“WM” or “Defendant”). The data breach occurred in January 2021, when an unauthorized third party gained access to certain WM systems (the “Data Security Incident”). Plaintiffs in the lawsuit allege that the Data Security Incident potentially exposed certain individuals’ names, dates of birth, Social Security numbers, and driver’s license numbers. The Settlement would resolve the lawsuit without an admission of liability by WM. For full details, please visit the Settlement Website, WMDatabreachSettlement.com.

Who is included? WM’s records show you are a member of the Settlement Class. The Settlement Class includes all individuals to whom Defendant sent notice of the January 2021 Data Security Incident.

What are the settlement benefits? Please see the Settlement Agreement for full details. The Settlement provides payments to people who submit valid Claims for reimbursement of Ordinary Expenses, Extraordinary Expenses, and/or Time Spent after the Data Security Incident that are reasonably traceable to the Data Security Incident. The Settlement also provides two (2) years of three-bureau credit monitoring services,

including identity restoration services, and up to \$1,000,000 of identity theft insurance coverage for certain out-of-pocket expenses resulting from identity theft for all Settlement Class Members who timely enroll. Visit the Settlement Website at WMDatabreachSettlement.com or call the toll-free number below for complete benefit details.

To qualify for payment and other benefits, you must submit a Claim Form. The Claim Form can be found at WMDatabreachSettlement.com or will be mailed to you upon request to the Settlement Administrator at 1-877-793-4157. **Claim Forms must be submitted online or postmarked by March 14, 2024.** If you do not want to be legally bound by the Settlement, you must exclude yourself by **January 29, 2024**, or you will not be able to sue the Defendant for Released Claims relating to the Data Security Incident. If you exclude yourself, you cannot get money or benefits from this Settlement. If you want to object to the Settlement, you may file an objection by **January 29, 2024**. The detailed Notice is available at WMDatabreachSettlement.com and explains how to submit a Claim Form, exclude yourself, or object.

The Court will hold a hearing in this case on **March 15, 2024**, to consider whether to finally approve the terms of Settlement Agreement. The Court will also consider Class Counsel’s request for attorneys’ fees and expenses of no more than \$440,000 for litigating the case and negotiating the Settlement on behalf of the Class, and Service Awards totaling \$8,500 for the named Plaintiffs. Any award of attorneys’ fees, expenses, and Service Awards to the Plaintiffs will be paid separately by WM and will not reduce the amount of payments to Settlement Class Members who submit valid Claims. You may attend the hearing, but you do not have to. For more information, call toll-free 1-877-793-4157 or visit WMDatabreachSettlement.com and read the detailed Notice.

Attachment 4

NOTICE OF A CLASS ACTION SETTLEMENTUNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK*In re Waste Management Data Breach Litigation*, Case No. 1:21-cv-06199-DLC (S.D.N.Y.)**If USA Waste-Management Resources, LLC Notified You of a Data Security Incident, You May Be Eligible for a Cash Payment and Other Benefits from a Class Action Settlement.****For complete information, visit WMDDataBreachSettlement.com or call 877-793-4157.***A court authorized this Notice. This is not a solicitation from a lawyer.*

A Settlement has been reached in a class action lawsuit concerning a data breach at USA Waste-Management Resources, LLC (“WM” or “Defendant”). The data breach occurred in January 2021 when an unauthorized third party gained access to certain WM systems (the “Data Security Incident”). Plaintiffs in the lawsuit allege that the Data Security Incident potentially exposed certain individuals’ names, dates of birth, Social Security numbers, and driver’s license numbers. The Settlement would resolve the lawsuit without an admission of liability by WM. The lawsuit is called *In re Waste Management Data Breach Litigation*, Case No. 1:21-cv-06199-DLC (S.D.N.Y.).

The Settlement Class includes all individuals to whom Defendant sent notice of the January 2021 Data Security Incident. If you are a Settlement Class Member, your legal rights are affected regardless of whether you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is March 14, 2024 .
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment or benefit from the Settlement, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is January 29, 2024 .
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is January 29, 2024 . You will remain in the Class and be subject to the Release if the Court approves the Settlement.
ATTEND THE FINAL APPROVAL HEARING	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on March 15, 2024 .
DO NOTHING	You will not get a benefit from the Settlement, and you will give up the right to sue WM for claims arising out of the Data Security Incident. You will remain in the Class and be subject to the Release.

These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, available at WMDDataBreachSettlement.com.

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with WM. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment and other benefits as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Denise L. Cote of the United States District Court for the Southern District of New York is overseeing this class action. The case is called *In re Waste Management Data Breach Litigation*, Case No. 21-cv-06199-DLC (S.D.N.Y.).

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, a court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures to adequately prevent the Data Security Incident from occurring.

Defendant denies that it is liable for the claims made in the lawsuit. More information about the complaint in the lawsuit can be found on the Settlement Website at WMDataBreachSettlement.com.

4. Why is there a Settlement?

The Plaintiffs filed the first of four consolidated cases on July 19, 2021. On February 24, 2022, the District Court granted Defendant’s motion to dismiss the consolidated lawsuit. The Plaintiffs appealed that decision, and that appeal was pending in the Court of Appeals for the Second Circuit. On August 21, 2023, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendant.

WHO IS INCLUDED IN THIS SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if you received notice of the January 2021 Data Security Incident from WM. Settlement Class Members were also sent notice of this Settlement via U.S. Mail.

If you are not sure whether you are included, you can contact the Settlement Administrator by calling 877-793-4157, or by visiting the Settlement Website at WMDataBreachSettlement.com.

This Settlement Class does not include (a) all Settlement Class Members who timely and validly request exclusion from and opt out of the Settlement Class; (b) the judge(s) or Magistrate Judge(s) to whom the Action is assigned and any member of those Judges’ staffs or immediate family members; and (c) any members or employees of defense counsel.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Reimbursement for Ordinary Expenses, Extraordinary Expenses and Time Spent: If you suffered documented financial losses that are fairly traceable to the Data Security Incident, you may be eligible to receive compensation for these Ordinary Expenses. If you spent time responding to the Data Security Incident, you may be eligible to receive compensation for Time Spent. If you suffered identity theft reasonably traceable to the Data Security Incident, you may be eligible to receive reimbursement for Extraordinary Expenses.

- A. Ordinary Expenses or Losses:** You may make a Claim for reimbursement for documented Ordinary Expenses incurred after the Data Security Incident that are reasonably traceable to the Data Security Incident. Examples of ordinary expenses include costs incurred accessing or freezing/unfreezing credit reports with any credit reporting agency; purchasing credit monitoring; other miscellaneous expenses incurred related to any out-of-pocket loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and unpaid time off work to address issues fairly traceable to the Data Security Incident at your actual hourly rate of pay. To present your Claim, you must attest that you made reasonable efforts to avoid losses and seek reimbursement for the losses, and you exhausted any existing credit monitoring and identity theft insurance. The maximum payment for any Claim for Ordinary Expenses is \$750.00.
- B. Time Spent:** You may make a Claim for reimbursement for up to three (3) hours of time spent remedying or preventing identity theft or other fraud, misuse of your personal information attributable to the Data Security Incident and/or dealing with the Notice of the Data Security Incident. Time Spent will be compensated at \$20.00/hour and requires a brief description of (1) the action taken in response to the Data Security Incident; (2) the time associated with each action; and (3) an attestation that the time was spent responding to or addressing issues relating to the Data Security Incident. Claims for Time Spent are included within the \$750.00 maximum for Ordinary Expenses.
- C. Extraordinary Expenses:** If your identity was stolen, and the identity theft is reasonably traceable to the Data Security Incident, you may be eligible for a payment of Extraordinary Expenses up to \$3,000.00. However, your payment may not be more than the documented loss, provided that the loss is not already covered by one or more of the other settlement benefits. Further, you must attest that you made reasonable efforts to avoid losses and seek reimbursement for the losses, and you exhausted any existing credit monitoring and identity theft insurance. Examples of extraordinary expenses or losses include unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft, identity fraud, or falsified tax returns.

Identity Theft and Credit Monitoring: Upon timely submission of a Claim Form, all Settlement Class Members are eligible to receive, free of charge, two (2) years of 3-bureau credit monitoring services, including identity restoration services, and up to \$1,000,000.00 of identity theft insurance coverage for certain out of pocket expenses resulting from identity theft.

Remedial Measures: Defendant has also agreed to implement and/or maintain enhanced data security measures as part of the Settlement, including maintaining a policy to encrypt employee and third party personally identifiable information in transit and at rest and engaging a third party to conduct a cybersecurity penetration test annually, all for a period of at least five (5) years, to help keep information secure. For complete details, please see the Settlement Agreement, available at WMDDataBreachSettlement.com.

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at WMDDataBreachSettlement.com or by mail to the Settlement Administrator. Claim Forms are only available through the Settlement Website at WMDDataBreachSettlement.com or by calling 877-793-4157.

Claims will be subject to a verification process. You will need the Unique Claim Number provided with your Notice to fill out a Claim Form. **All Claim Forms must be submitted no later than March 14, 2024.**

8. When will I get my payment or benefit?

The hearing to consider the fairness of the Settlement is scheduled for March 15, 2024. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be given an opportunity to enroll in the Identity Theft Protection and Credit Monitoring Package and/or be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield LLP as “Class Counsel” to represent the Settlement Class. You will not be charged for Class Counsel’s services. You can ask your own lawyer to appear in Court for you at your own expense if you want to be represented separately.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid by or on behalf of Defendant. Class Counsel will not seek more than four hundred and forty thousand dollars (\$440,000.00) in attorneys’ fees, costs, and expenses. Class Counsel will also request a service award of two thousand five hundred dollars (\$2,500.00) for Lead Plaintiff Gabriel Fierro and five hundred dollars (\$500.00) each for Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Plaintiffs. Any amount that the Court awards for attorneys’ fees, expenses, and service awards to Plaintiffs will be paid separately by WM and will not reduce the amount paid to Settlement Class Members who submit valid Claims.

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for Plaintiffs with the Court no later than fourteen (14) days prior to the Objection Deadline, at which time it will be posted on the Settlement Website, WMDDataBreachSettlement.com.

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue Defendant about the Data Security Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true even if you do not submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at WMDDataBreachSettlement.com.

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment for any losses incurred from the Data Security Incident or benefit under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court’s judgments related to the Settlement Class and Defendant in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter to the Settlement Administrator stating that you want to be excluded from the Settlement in *In re Waste Management Data Breach Litigation*, Case No. 21-cv-06199-DLC. Your letter must include (1) your full name and current address; (2) a statement that you wish to be excluded from the Settlement Class; and (3) your signature. You must mail your exclusion request, postmarked no later than January 29, 2024, to the following address:

In re Waste Management Data Breach Litigation
Settlement Administrator
P.O. Box 2078
Portland, OR 97208-2078

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs are permitted.

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims or legal issues released in this Settlement, even if you do nothing.

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

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

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. To object, you must electronically file via the Court's ECF System (see <https://www.nysd.uscourts.gov/electronic-case-filing>), or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection stating that you object to the Settlement in *In re Waste Management Data Breach Litigation*, Case No. 21-cv-06199-DLC. Your objection must be received by the Clerk of the Court (not just postmarked or sent) on or before January 29, 2024.

The objection must be in writing and be personally signed by you. The objection must include (i) your full name, current address, current telephone number, and personal signature; (ii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Class Notice you received; (iii) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; (iv) copies of documents you wish to submit in support of your position; (v) whether you intend to appear at the Final Approval Hearing; (vi) whether you are represented by counsel and if so, the name, address, and telephone number of your counsel; and (vii) all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement, including the case name, court, and docket number for each.

If you mail your objection to the Court, send it to the Clerk of the Court, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, and you must also mail copies of your notice of objection and any supporting documents to Class Counsel at the address listed below at the same time you mail it to the Court:

<p style="text-align: center;">Class Counsel</p> <p style="text-align: center;">Gayle M. Blatt Casey Gerry Schenk Francavilla Blatt & Penfield LLP 110 Laurel St. San Diego, CA 92101</p>
--

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

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, you are still part of the Settlement Class and will be bound by all orders and judgments of the Court, the Settlement, and its included Release if the Court approves the Settlement.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on March 15, 2024, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, Courtroom 18B. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to Plaintiffs.

Note: The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, WMDDataBreachSettlement.com, or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear in person or pay a lawyer to attend on your behalf to assert your objection if you would like.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at WMDDataBreachSettlement.com or by writing to In re Waste Management Data Breach Litigation, c/o Settlement Administrator, P.O. Box 2078, Portland, OR 97208-2078.

23. How do I get more information?

Go to WMDDataBreachSettlement.com, call 877-793-4157 or write to:

In re Waste Management Data Breach Litigation
Settlement Administrator
P.O. Box 2078
Portland, OR 97208-2078

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

Attachment 5

In re Waste Management Data Breach Litigation, Case No. 21-cv-06199-DLC (S.D.N.Y.)

The Settlement Class includes all individuals to whom Defendant USA Waste-Management Resources, LLC (“WM” or “Defendant”) sent notice of the January 2021 Data Security Incident. Notice of the Settlement was also sent to Settlement Class Members via U.S. mail.

This form must be submitted online or postmarked by **March 14, 2024**.

First Name	MI	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>

Address Line 1

Address Line 2

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Phone Number

 - -

Email Address

Unique ID

Credit Monitoring and Identity Restoration Enrollment Election Form

As a Settlement Class Member, you are entitled to obtain two (2) years of coverage under a credit monitoring and identity theft protection and insurance plan provided by Equifax at no cost to you.

To enroll in the credit monitoring and identity theft insurance plan, please select below:

I want to **ENROLL** in the credit monitoring and identity theft insurance plan provided by Equifax at no cost to me.

In re Waste Management Data Breach Litigation, Case No. 21-cv-06199-DLC (S.D.N.Y.)

Economic Reimbursement Claim Form

In addition to enrolling in the free Credit Monitoring and Identity Theft Insurance Protection Plan, Settlement Class Members may also submit one or more claims for reimbursement for Time Spent and/or documented and unreimbursed Ordinary Expenses, up to an aggregate total of \$750.00 per Settlement Class Member, and/or documented and unreimbursed Extraordinary Expenses up to \$3,000.00 per Settlement Class Member, related to the Data Security Incident. All Claims are subject to review by the Settlement Administrator. You will be notified if additional information is needed to verify your Claim. For more information on the nature of the expenses or losses that can be claimed, please review Section 6 of the detailed Notice (available at WMDDataBreachSettlement.com).

Reimbursement of Time Spent Responding to the Data Security Incident

You can receive reimbursement for up to 3 hours of time spent responding to the Data Security Incident at a rate of \$20.00 per hour.

I spent a total of 1 hour 2 hours 3 hours responding to the Data Security Incident.

Description of how you spent your time responding to the Data Security Incident:

I attest that the lost time described herein was spent responding to or addressing issues related to the Data Security Incident. [Check box for yes]

Ordinary Expenses Reimbursement

Examples of ordinary expenses include costs incurred accessing or freezing/unfreezing credit reports with any credit reporting agency; other miscellaneous expenses incurred related to any of out-of-pocket loss such as notary, fax, postage, copying, mileage, and long distance telephone charges; and unpaid time off work to address issues fairly traceable to the Data Security Incident at your actual hourly rate of pay.

Amount Requested: \$ •

Documentary proof must be submitted to support your exact Claim amount. "Self-prepared" documents are, by themselves, insufficient, but may be included to explain actual receipts or other documentation submitted.

Please provide a brief description of the ordinary expenses requested in this Claim, including the date(s) the expenses were incurred and the amount of the expenses, how the expenses are related to the Data Security Incident, and the type of documentation you will be submitting to support the expenses. (You may attach additional pages if necessary.)

Extraordinary Expenses Reimbursement

To be eligible for a payment for Extraordinary Expenses, the Settlement Class Member had to suffer identity theft reasonably traceable to the Data Security Incident and had to make reasonable efforts to avoid or seek reimbursement for the expenses, including but not limited to exhaustion of then-existing credit monitoring and identify theft insurance.

Examples of extraordinary expenses or losses include unreimbursed costs, expenses, losses, or charges incurred as a result of identity theft, identity fraud, or falsified tax returns.

Amount Requested: \$ •

Documentary proof must be submitted to support your exact Claim amount. “Self-prepared” documents are, by themselves, insufficient.

Please provide a brief description of the extraordinary expenses requested in this Claim, including the date(s) the losses or expenses were incurred, the amount of the losses or expenses, an explanation of how such losses or expenses are related to the Data Security Incident, and the type of documentation you will be submitting to support the expenses. (You may attach additional pages if necessary.)

Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the Claim, delay its processing, or otherwise adversely affect the Claim.

Payment Method

Please select one of the following payment options, which will be used should you be eligible to receive a settlement payment:

- Check
- Digital Payment

Please note that if you select the digital payment option, you made a claim for payment on this Claim Form, and your Claim and the Settlement are finally approved, an email will be sent from noreply@EpiqPay.com to the email address you provided on Page 1 of this Claim Form prompting you to elect your method of digital payment. Please ensure you have provided a current and complete email address. If you do not provide a current and valid email address, or if you choose the physical check option instead, the Settlement Administrator will attempt to send you a check relying on your physical address entered on Page 1 of this Claim Form.

Sign and Date Your Claim Form

I hereby declare under penalty of perjury under the laws of the United States and the laws of my State of residence that

1. The information I have supplied in this Claim Form and any copies of documents I am sending to support my Claim are true and correct to the best of my knowledge;
2. I believe in good faith that I am a member of the Settlement Class because I was sent notice of the January 2021 Data Security Incident by Waste Management;
3. The ordinary and/or extraordinary expenses I am claiming on this form are related to the Data Security Incident and the total amount claimed has not been reimbursed by any third party, despite my reasonable efforts to seek reimbursement for the loss, including exhausting any credit monitoring insurance and identity theft insurance available to me.

Signature

Date: - -
MM DD YYYY

Print Name

The deadline to submit this form is **March 14, 2024**.

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF SUBMISSION

Attachment 6



Exclusion Report
In re Waste Management Data Breach

Number	First Name	Middle Name	Last Name	Complete or Incomplete	Deficiency
1	MATTHEW		LABARGE	INCOMPLETE	NON-CLASS MEMBER
2	SKYLA		HALL	COMPLETE	
3	ELGA		COTTO	COMPLETE	
4	MARIE		KING	INCOMPLETE	MISSING CASE NAME; MISSING CASE NUMBER; MISSING ADDRESS

Exhibit A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated, and Defendant USA Waste-Management Resources, LLC (“WM” or “Defendant”) (collectively, the “Parties”) hereby enter into this Class Action Settlement Agreement and Release (“Settlement Agreement” or “Settlement”), subject to Court approval as required by Rule 23 of the Federal Rules of Civil Procedure. In consideration of the mutual promises, agreements, and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

I. RECITALS

A. In January 2021, WM detected suspicious activity and discovered an unauthorized third party hacked into WM’s system (the “Data Security Incident”). WM determined that the Data Security Incident may have involved files containing employees’ personally identifiable information (“PII”). Out of an abundance of caution, WM provided notice in May 2021 to all reasonably identifiable individuals whose PII was potentially impacted by the Data Security Incident, sending out approximately 295,867 total notice letters. Although WM disputes that any PII has been exfiltrated or misused, WM offered credit monitoring services to remediate any harm allegedly resulting from the Data Security Incident.

B. After receiving notice of the Data Security Incident in May 2021, several Plaintiffs filed complaints against WM in July 2021 in the Southern District of New York. The pending suits were consolidated and reassigned to Judge Denise L. Cote in the instant action styled: *In re Waste Management Data Breach Litigation*, No. 1:21-cv-06199-DLC (S.D.N.Y.) (the “Action”). On November 19, 2021, Plaintiffs filed their Amended Consolidated Class Action Complaint [ECF No. 42] (the “Complaint”), asserting ten claims, including: (1) negligence; (2) breach of confidence; (3) breach of express contract; (4) breach of implied contract; (5) breach of fiduciary duty; (6) unjust enrichment; (7) declaratory and injunctive relief; (8) violation of the California Consumer Privacy Act (CCPA); (9) violation of California’s Unfair Competition Law (UCL); and (10) violation of the California Consumer Records Act (CRA). Plaintiffs sought actual damages, statutory damages, attorneys’ fees and costs, and injunctive relief.

C. On January 7, 2022, WM filed a motion to dismiss all ten of Plaintiffs’ claims pursuant to Federal Rule of Civil Procedure 12(b)(6), asserting that Plaintiffs failed to state a claim upon which relief could be granted. In response to WM’s motion, Plaintiffs voluntarily dismissed their breach of express contract and declaratory and injunctive relief claims. Then, on February 24, 2022, the Court entered an order dismissing all of Plaintiffs’ remaining claims and entering judgment for WM.

D. On March 25, 2022, Plaintiffs filed a notice of appeal to the United States Court of Appeals for the Second Circuit seeking review of the district court’s ruling (as defined below, the

“Appeal”). Briefing for that Appeal concluded on October 21, 2022, and oral argument was previously set for March 15, 2023. Upon the Parties’ agreement to the terms of a comprehensive settlement, as discussed in greater detail below, the Parties filed a Joint Motion to Hold Appeal in Abeyance and Remove the Case from the Argument Calendar Pending Indicative Ruling from the District Court Regarding Settlement. The Second Circuit granted that motion on February 23, 2023.

E. Throughout the case, the Parties have explored and discussed at length the factual and legal issues in the Action and related to the Data Security Incident. The Parties participated in multiple mediation sessions with well-respected JAMS mediator Bruce Friedman. Although the Parties did not reach an agreement during the initial mediation session, meaningful progress was achieved. Significant arm’s-length settlement negotiations took place between the Parties following the initial mediation, including with the assistance of the mediator, and the Parties were ultimately able to reach a complete agreement during a second mediation session with Mr. Friedman. The mediations and settlement discussions spanned several months and included exchanging information between the Parties about the Data Security Incident, potential damages, appellate issues, WM’s business practices with respect to privacy and data security, and the experiences of Plaintiffs. The result is a Settlement Agreement that was reached without collusion, subject to the Court-approval process set forth herein.

F. The Parties did not discuss attorneys’ fees, expenses, or service awards for the Plaintiffs until after they had reached agreement as to the material terms of the relief for Settlement Class Members.

G. The Parties recognize the outcome of the Action and the claims asserted in the operative Complaint are uncertain, and that protracted litigation of this Action to final judgment would entail substantial cost, risk, and delay of benefits and relief for Plaintiffs and all Settlement Class Members.

H. The Parties desire to compromise and settle all issues, claims, and allegations asserted in the Action and those claims that could have been asserted in the Action based upon the Data Security Incident, by or on behalf of Plaintiffs and the Settlement Class.

I. The Parties agree that the Settlement Agreement offers significant benefits to all Settlement Class Members and is fair, reasonable, adequate, and in the best interests of Plaintiffs and all Settlement Class Members.

J. This Settlement Agreement is made and entered into by and between Plaintiffs, individually and on behalf of all Settlement Class Members, and WM.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

II. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. “Action” means *In re Waste Management Data Breach Litigation*, No. 1:21-cv-06199-DLC, United States District Court for the Southern District of New York.

B. “Appeal” means the appeal currently being held in abeyance in the United States Court of Appeals for the Second Circuit, Case No. 22-641; (*Marcaurel et al v. USA Waste Management Resources, LLC*).

C. “Business Day” means normal business workdays excluding Saturdays, Sundays, and federally recognized holidays.

D. “Claim” means a written request, in electronic or paper form, by a Settlement Class Member, consistent with the provisions of this Settlement Agreement, seeking reimbursement for documented Ordinary Expenses or Extraordinary Expenses that are reasonably traceable to the Data Security Incident and have not been reimbursed or are otherwise not reimbursable through other means and/or compensation for time the Settlement Class Member attests was spent responding to or addressing issues relating to the Data Security Incident.

E. “Claim Form” means the form a Settlement Class Member must submit to claim the Settlement benefits, in a format substantially similar to Exhibit 4 attached hereto.

F. “Claims Deadline” means the time and date by which a Claim Form must be received by the Settlement Administrator through the Settlement Website or postmarked for Claim Forms submitted in paper format in order for a Settlement Class Member to be entitled to any of the monetary consideration contemplated in this Settlement Agreement. The Claims Deadline shall be 90 days after the Class Notice Date.

G. “Class” means a nationwide class defined as the individuals to whom Defendant sent notice of the Data Security Incident, which is the subject of the instant litigation.

H. “Class Counsel” refers to Gayle M. Blatt of Casey Gerry Schenk Francavilla Blatt & Penfield, LLP; Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP; Michael Anderson Berry of the Arnold Law Firm; and Terence Richard Coates of Markovits, Stock & DeMarco LLC.

I. “Class Notice” means the Court-approved form of notice to the Settlement Class Members in a format substantially similar to Exhibits 2-3 attached hereto, mutually prepared and agreed upon by the Parties, informing the Settlement Class Members of, among other things, (i) the preliminary approval of the Settlement; (ii) the settlement benefits available to Settlement Class Members; (iii) their opportunity to participate in, object to, or exclude themselves from the

Settlement; and (iv) the scheduling of a Final Approval Hearing regarding the Settlement.

J. “Class Notice Date” means the date by which the Settlement Administrator completes the Postcard Notice. This date shall be 30 days after the Court has entered the Preliminary Approval Order or as soon thereafter as is feasible for the Settlement Administrator.

K. “Class Representatives” means Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck.

L. “Court” means the United States District Court for the Southern District of New York.

M. “Defendant’s Counsel” means Michelle A. Reed, Elizabeth D. Scott, and Stephanie Lindemuth of Akin Gump Strauss Hauer & Feld LLP.

N. “District Court” means the United States District Court for the Southern District of New York.

O. “Effective Date” means: (a) thirty (30) days after the Court enters the Final Approval Order; or (b) if any appeal, writ, or other appellate proceeding opposing the Court’s Final Approval Order has been filed, five (5) Business Days after any appeal, writ, or other appellate proceeding opposing the Final Approval Order has been finally and conclusively dismissed with no right to pursue further remedies or relief.

P. “Extraordinary Expenses” means documented unreimbursed losses incurred by a Settlement Class Member who suffered identity theft reasonably traceable to the Data Security Incident, provided the loss is not already covered by one or more of the other reimbursement categories and the Settlement Class Member made reasonable efforts to avoid or seek reimbursement for the loss, including, but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

Q. “Final Approval Hearing” means the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and at which the Court may or may not consider and finally decide whether to approve payment of any Service Award and Plaintiffs’ Counsel’s Fees and Expenses.

R. “Final Approval Order” means the order and judgment that the Court enters upon Final Approval, in a format substantially similar to Exhibit 5 attached hereto. In the event that the Court issues separate orders addressing the matters constituting Final Approval, then Final Approval Order includes all such orders.

S. “Identity Theft Protection and Credit Monitoring Package” means two (2) years of Equifax’s Complete Premier 3-bureau credit monitoring services, including identity restoration services and up to \$1,000,000 of identity theft insurance coverage for certain out of pocket expenses resulting from identity theft.

T. “Notice Program” means the notice methods provided for in this Settlement Agreement and consists of (1) Postcard Notice to all Settlement Class Members for whom a physical address can be identified with reasonable effort as described herein, and (2) Detailed Notice posted on the Settlement Website. The forms of Notice shall be substantially in the forms attached as Exhibits 2-3 to this Settlement Agreement and approved by the Court, and the Notice Program shall be implemented in substantially the manner provided in Section VI.

U. “Objection Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Settlement Class to object to the Settlement Agreement’s terms or Class Counsels’ Fees and Expenses, and to submit any required statements, proof, or other materials and/or argument.

V. “Ordinary Expenses” are actual, documented, and unreimbursed monetary losses incurred by a Settlement Class Member after the date of the Data Security Incident that are reasonably traceable to the Data Security Incident, provided the Settlement Class Member attests that he or she made reasonable efforts to avoid or seek reimbursement for the losses, including, but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

W. “Personal Identifying Information” or “PII” means information that WM has that is fairly traceable to Settlement Class Members and may include an individual’s name, Social Security number, date of birth, and/or driver’s license numbers.

X. “Plaintiffs” mean Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck.

Y. “Plaintiffs’ Counsel” means Class Counsel and Lori G. Feldman of George Feldman McDonald PLLC; Jeffrey S. Goldenberg of Goldenberg Schneider, LPA; and Joseph M. Lyon of Lyon Firm LC.

Z. “Plaintiffs’ Counsels’ Fees and Expenses” means the reasonable attorneys’ fees and expenses of Plaintiffs’ Counsel, subject to approval of the Court.

AA. “Preliminary Approval Order” means the order of the Court preliminarily approving this Settlement Agreement, in a format substantially similar to Exhibit 1 attached hereto.

BB. “Released Claims” means the claims released by this Settlement Agreement as stated in Section X.

CC. “Released Parties” means WM, and its present, former, and future parents, subsidiaries, affiliates, divisions, successors, predecessors, assignors, assignees, and assigns, and each of their respective present, former, or future officers, directors, shareholders, partners, principals, insurers, employees, agents, assigns, acquirers, predecessors, representatives, attorneys, consultants, joint venturers, independent contractors, and accountants.

DD. “Releasing Parties” means Plaintiffs and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement, and each of their respective heirs, assigns, beneficiaries, and successors.

EE. “Request for Exclusion” means a timely and valid request by any Settlement Class Member for exclusion from the Settlement. To the extent any Settlement Class Member delivers both a timely and valid Claim Form to the Settlement Administrator and a timely and valid request for exclusion, the request for exclusion will be deemed to be invalid, and the Claim Form will be processed.

FF. “Request for Exclusion Deadline” means forty-five (45) days from the Class Notice Date, or a date otherwise ordered by the Court, for members of the Class to request exclusion from the Settlement.

GG. “Service Award” means the amount to be paid to Plaintiffs to compensate them for the time and effort expended on behalf of the Settlement Class, subject to approval of the Court.

HH. “Settlement” and **“Settlement Agreement”** means the agreement by the Parties to resolve this Action, the terms of which have been memorialized herein.

II. “Settlement Administrator” means Epiq Systems, Inc.

JJ. “Settlement Class Members” or **“Settlement Class”** includes all individuals to whom Defendant sent notice of the Data Security Incident, which is the subject of the instant litigation. The Settlement Class specifically excludes all Settlement Class Members who timely and validly request exclusion from and opt-out of the Settlement Class; the Judge(s) or Magistrate Judge(s) to whom the Action is assigned, and any member of those Judges’ staffs or immediate family members; and any members or employees of defense counsel.

KK. “Settlement Website” means the website that the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order, but prior to the commencement of the Notice Program, as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to this Settlement Agreement, the Detailed Notice, the order preliminarily approving this Settlement, the Claim Form, the operative Complaint filed in the Action and such other documents as Class Counsel and Defendants agree to post or that the Court orders posted on the website. The URL of the Settlement Website shall be agreed upon by Class Counsel and Defendant. Settlement Class Members shall also be able to submit Claim Forms electronically via the Settlement Website. The Settlement Website shall not include any advertising and shall remain operational until at least five (5) Business Days after the last payment or credit under this Settlement is made or the Settlement is terminated.

LL. “Settling Parties” means, collectively, Defendant USA Waste-Management Resources, LLC and Plaintiffs, individually and on behalf of the Settlement Class.

III. SETTLEMENT TERMS

A. **Cash Payment for Ordinary Expenses, Extraordinary Expenses and Time Spent for Settlement Class Members Who Timely Submit Claims.**

1. Settlement Class Members who suffered Ordinary Expenses reasonably traceable to the Data Security Incident, and who timely submit a Claim supported by reasonable documentation for their Claim that is acceptable to the Settlement Administrator, will be eligible for a payment of the accepted amount of documented expense up to seven hundred and fifty dollars (\$750.00), but not more than the eligible expense, provided that the Settlement Class Member attests that he or she made reasonable efforts to avoid or seek reimbursement for the expenses, including but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

2. Settlement Class Members who suffered identity theft reasonably traceable to the Data Security Incident, and timely submit a Claim supported by reasonable documentation that is acceptable to the Settlement Administrator, will be eligible for a payment of Extraordinary Expenses of up to three thousand dollars (\$3,000.00), but not more than the accepted documented expense, provided the expense is not already covered by one or more of the other settlement benefits set forth herein and that the Settlement Class Member attests that he or she made reasonable efforts to avoid or seek reimbursement for the expenses, including but not limited to, exhaustion of then-existing credit monitoring and identity theft insurance.

3. Documentation supporting Ordinary Expenses and Extraordinary Expenses may include receipts or other documentation that documents the expenses and/or losses incurred. "Self-prepared" documents are, by themselves, insufficient to receive reimbursement, but may be considered to add clarity or support to other submitted documentation. Ordinary Expenses and Extraordinary Expenses that are compensable under this Settlement Agreement are those that are reasonable and customarily incurred when responding to a data security incident or the type of fraud or identity theft suffered by the Settlement Class Member from the Data Security Incident.

4. All Settlement Class Members, including those who file Claims for Ordinary Expenses and/or Extraordinary Expenses, may file a Claim for up to three (3) hours of time spent remedying or preventing identity theft or other fraud, misuse of their PII attributable to the Data Security Incident and/or dealing with the Notice of the Data Security Incident, at twenty dollars (\$20.00) per hour by providing a brief description of (1) the action taken in response to the Data Security Incident; (2) the time associated with each action ("Time Spent"); and (3) an attestation that the time was spent responding to or addressing issues relating to the Data Security Incident. Claims for time spent are included within the \$750.00 maximum for Ordinary Expenses.

5. Settlement Class Members who submit a Claim for Ordinary Expenses and/or Extraordinary Expenses and/or Time Spent must designate the method for payment of their claim on the Claim Form, which will include the receipt of payment via check by mail, or via PayPal, Zelle, Venmo, or such other electronic payment platform deemed efficient and appropriate by the Settlement Administrator. Claim Forms failing to clearly make a single designation will receive a check by mail to the last known address on file with the Settlement Administrator. In the event an electronic payment platform returns a payment to the Settlement Administrator, no later than fourteen (14) days after being notified of the return of such payment, the Settlement Administrator will mail a check to the Settlement Class Member's last known address on file with the Settlement Administrator.

B. Identity Theft Protection and Credit Monitoring Package. All Settlement Class Members are automatically entitled to two (2) years of the Identity Theft Protection and Credit Monitoring Package whether or not they also file a Claim Form for other benefits under the settlement. Settlement Class Members who wish to enroll in the Identity Theft Protection and Credit Monitoring Package shall complete a Settlement Credit Monitoring and Identity Restoration Enrollment Election Form in a format substantially similar to Exhibit 4 attached hereto.

C. Adjudication of Claims. The Settlement Administrator shall verify that each person who timely submits a Claim is a Settlement Class Member and shall determine whether and to what extent the Claim reflects valid Ordinary Expenses and/or Extraordinary Expenses that are reasonably traceable to the Data Security Incident, including any Claim for Time Spent. The Settlement Administrator shall determine whether a Settlement Class Member's supporting materials are sufficient to support a Claim and the amount of such a Claim and shall use reasonable procedures to screen Claims for abuse, fraud, duplication, reimbursability through other means, or ineligibility.

1. To the extent the Settlement Administrator determines a Claim Form, along with supporting materials, is materially deficient in whole or part, within a reasonable time of making such a determination, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and give the Settlement Class Member twenty-one (21) days to cure the deficiencies. If the Settlement Class Member attempts to cure the deficiencies but, at the sole discretion and authority of the Settlement Administrator, fails to do so, the Settlement Administrator shall notify the Settlement Class Member of that determination within ten (10) days of the determination. The Settlement Administrator may consult with Class Counsel and Defendant's Counsel in making such determinations.

2. Defendant may object to any Claim, with notice to Plaintiffs' counsel, and provide proof to the Settlement Administrator that the claimant's representations are not accurate and/or the Claim is not entitled to compensation under the terms of the Settlement Agreement. Plaintiffs' counsel shall be provided the opportunity to address the objection.

3. Ordinary Expenses, Extraordinary Expenses and Time Spent shall be deemed reasonably traceable to the Data Security Incident if the expenses (i) occurred after the Data Security Incident, (ii) involved or related to the type of Personal Identifying Information inadvertently disclosed in the Data Security Incident, and (iii) the Settlement Administrator determines that it is more likely than not reasonably traceable to the Data Security Incident.

4. No decisions by the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by WM as to any matter of fact, law, or evidence having any collateral effect on any Claim hereunder or in any other proceeding or before any other forum or authority. Further, such decisions shall not be submitted to or

admissible in any other proceeding or before any other forum or authority.

5. If a Settlement Class Member or WM disputes a Claim determination related to Ordinary Expenses, Extraordinary Expenses and/or Time Spent in writing and requests an appeal, the Parties will meet and confer on the appeal. If the Parties are unable to reach an agreement, the dispute will be submitted to Bruce Friedman of JAMS Resolution Center or a neutral at JAMS with prior experience as a claims referee, who will serve as the claims referee. WM will be responsible for the claims referee's fee.

6. Either party shall have the right to audit Claim Forms for completeness and validity. If either party questions the completeness of the Claim submission or the validity or denial of a Claim, the process set forth in the immediately preceding paragraph will be followed.

D. Payment of Claims. The Settlement Administrator shall establish an account for payment of Claims (the "Settlement Administration Account"). As soon as practicable, the Settlement Administrator shall make final determinations on all Claims submitted and provide notice to the Parties (the "Claims Determination Notice"), including an accounting of all Claims to be paid and instructions to WM to fund the Settlement Administration Account. WM shall then cause funds to be deposited into the Settlement Administration Account for the payment of Claims within forty-five (45) days of receiving the Claims Determination Notice or within fifteen (15) Business Days of the Effective Date, whichever is later. Upon WM's funding of the Settlement Administration Account, the Settlement Administrator shall promptly make payment to Settlement Class Members with valid Claims for Ordinary Expenses, Extraordinary Expenses and/or Time Spent.

E. Costs of Settlement and Claims Administration. The cost of the Settlement Administrator, Notice Program, Plaintiffs' Counsel's Fees and Expenses, and Plaintiffs' Service Awards shall be paid separately and exclusively by WM and shall not in any way reduce the benefits made available to Settlement Class Members.

F. Service Awards to Plaintiffs. Subject to Court approval, Plaintiffs will request a Service Award of two thousand five hundred dollars (\$2,500.00) for Lead Plaintiff Gabriel Fierro and Service Awards of five hundred dollars (\$500.00) each for Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck in recognition of the time, efforts, and risks taken by Plaintiffs in commencing the Action and related actions, both financial and otherwise. WM will not oppose this request for Service Awards to Plaintiffs. The Service Awards shall be in addition to the other benefits provided by the Settlement to Settlement Class Members and shall be paid separately by WM and will not reduce settlement benefits to Settlement Class Members.

G. Payment of Plaintiffs' Counsels' Fees and Expenses. Subject to Court approval,

Plaintiffs will request reasonable attorneys' fees and reimbursement of litigation costs in an amount not to exceed four hundred forty thousand dollars (\$440,000.00). WM will not oppose Plaintiffs' request for reasonable attorneys' fees and litigation costs in this amount. WM will pay any attorneys' fees and costs awarded by the Court up to a maximum of four hundred forty thousand dollars (\$440,000.00) to Plaintiffs' Counsel separately from the relief being made available under the Settlement to Settlement Class Members including any monetary and injunctive relief.

Within thirty (30) days after the later of (a) the Effective Date or (b) receipt by WM of (i) Plaintiffs' Counsel and each Plaintiff's completed W-9 forms and (ii) confirmation of payment instructions through an independent channel, which shall be requested reasonably promptly upon receipt of the payment instructions, WM shall make the payment of Plaintiffs' Counsel's Fees and Expenses and Plaintiffs' Service Awards through a wired deposit by WM into the IOLTA account(s) to be designated by Class Counsel. After Plaintiffs' Counsel's Fees and Expenses and the Service Awards have been deposited into this account, Plaintiffs' Counsel shall be responsible for distributing the Service Awards to Plaintiffs, and allocating any award of attorneys' fees and costs prior to distribution. WM shall have no responsibility for distribution of attorneys' fees or costs among participating firms.

H. Remedial Measures. WM, in consideration of the Data Security Incident and Plaintiffs' allegations in this Action, agrees to adopt, implement, and/or continue certain business practices for a period of at least five (5) years following the Effective Date. These business practices include the following:

1. Continue utilizing third-party tool to conduct vulnerability assessments of Defendant's computer systems at least quarterly.
2. Continue utilizing third-party security endpoint monitoring services.
3. Engage a third-party to conduct a cybersecurity penetration test annually.
4. Continue to deploy network segmentation and access controls.
5. Update retention policies to retain former employees' PII no longer than required by state and federal law.
6. Continue use of multifactor authentication ("MFA") for email accounts and virtual private network access, and portal logins.
7. Continue to conduct PII security training for all human resources staff annually.
8. Continue to maintain Information Classification and Handling Policy and Records and Information Management Policy.
9. Maintain policy to encrypt employee and third-party sensitive PII in transit and at rest.

10. For a period of two (2) years following the Effective Date, Defendant shall retain copies of any third-party security assessment reports.

IV. PRELIMINARY APPROVAL

A. Promptly upon execution of this Settlement Agreement, Class Counsel will file a motion with the District Court for an order granting preliminary approval of this Settlement (the “Preliminary Approval Order”), substantially in the form of Exhibit 1, and will request an indicative ruling regarding approval of this Settlement. The motion for preliminary approval shall request that the Court: (1) preliminarily approve the terms of the Settlement as fair, adequate, and reasonable; (2) provisionally certify the Settlement Class pursuant to Federal Rule of Civil Procedure 23 for settlement purposes only; (3) approve the Notice Program set forth herein and approve the form and content of the Notice; (4) designate Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck as Class Representatives; (5) approve the retention of the Settlement Administrator; (6) approve the procedures set forth in Sections VII and VIII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; and (7) schedule a Final Approval Hearing for a time and date convenient for the Court, but no earlier than 90 days after the CAFA notices are mailed to ensure compliance with 28 U.S.C. § 1715, at which the Court will conduct an inquiry into the fairness of the Settlement, determine whether it was made in good faith and should be finally approved, and determine whether to approve Plaintiffs’ Counsel’s application for attorneys’ fees, costs, and expenses and the Service Awards to Plaintiffs.

B. If the District Court issues the requested indicative ruling in favor of this Settlement, the Parties will jointly notify the United States Court of Appeals for the Second Circuit (the “Second Circuit”) and request a limited remand to the District Court under Federal Rule of Appellate Procedure 12.1(b) for the purpose of further approval proceedings. If the District Court denies the request for an indicative ruling, the Appeal of this Action shall be reinstated, and this Settlement shall be moot.

C. Upon remand of this Action from the Second Circuit to the District Court, Class Counsel shall file a letter with the District Court notifying it that the Second Circuit has remanded so that the District Court may decide the motion for preliminary approval.

V. SETTLEMENT ADMINISTRATION

A. Engagement of Settlement Administrator. Promptly upon entry of the Preliminary Approval Order (if not sooner), the Parties shall engage Epiq Systems, Inc. as the Settlement Administrator.

B. Duties of Settlement Administrator. In addition to other duties as set forth in this Settlement Agreement, the Settlement Administrator shall be solely responsible for the following:

1. No later than ten (10) calendar days after the filing of this Settlement Agreement with the Court, the Settlement Administrator, on Defendant's behalf, shall serve or cause to be served notice of the proposed Settlement upon the appropriate federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.* ("CAFA").
2. Obtaining from WM the names and physical addresses of Settlement Class Members for the purpose of sending Postcard Notice to Settlement Class Members.
3. Preparing, printing, and disseminating the Class Notice per the Notice Program to Settlement Class Members.
4. From the Class Notice Date, and thereafter until at least five (5) Business Days after the last payment under this Settlement is made or the Settlement is terminated, establishing and maintaining (i) the Settlement Website; and (ii) a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, with the option to leave a message and request a call back with such calls being returned within twenty-four (24) hours, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries.
5. Keeping track of and processing all Requests for Exclusion, Claim Forms, objections, and all other communications to and from Settlement Class Members, including maintaining the original mailing envelope in which each was mailed.
6. Establishing and maintaining a post office box for mailed written Requests for Exclusion, objections, or Claim Forms from Settlement Class Members and responding to any mailed Settlement Class Member inquiries.
7. Maintaining adequate records of its activities, including the dates of each mailing of Class Notices, returned mail and other communications, and attempted written or electronic communications with Settlement Class Members.
8. Promptly furnishing to counsel for the Parties (i) copies of any Requests for Exclusion from Settlement Class Members; (ii) copies of objections by Settlement Class Members; and (iii) all other written or electronic communications received from Settlement Class Members.
9. Determining whether Requests for Exclusion comply with the terms of this Settlement Agreement and are timely, valid, and effective to exclude the submitting Settlement Class Member from the Settlement Class.
10. Determining whether Claim Forms comply with the terms of this Settlement

Agreement and are timely and valid.

11. Implementing reasonable safeguards against fraudulent Claims. WM and Class Counsel shall have the right to monitor the claims process and its administration.
12. Promptly preparing and distributing any revocation of a Request for Exclusion to the submitting Settlement Class Member. Revocations shall set forth the reasons for revocation, including the reason(s) the Request for Exclusion fails to comply with the terms of this Settlement Agreement.
13. Promptly preparing and distributing any revocation of a Claim Form to the submitting Settlement Class Member. Revocations shall set forth the reasons for revocation, including the reason(s) the Claim Form fails to comply with the terms of this Settlement Agreement.
14. Providing weekly reports to Class Counsel and Defendant's Counsel and, no later than ten (10) Business Days before the Final Approval Hearing, a written report concerning all Requests for Exclusion, all Claim Forms, all revocations of Requests for Exclusion and Claim Forms, all objections, and all other pertinent information as requested by Class Counsel and/or Defendant's Counsel.
15. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of the Notice Program in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class.
16. Processing and transmitting payment for Ordinary Expenses, Extraordinary Expenses and Time Spent to Settlement Class Members who submit valid Claims in accordance with Sections III.A and III.C.
17. Processing and transmitting enrollments in the Identity Theft Protection and Credit Monitoring Package to Equifax.
18. Performing any function related to Settlement administration at the agreed-upon instruction of both Class Counsel and WM, including, but not limited to, verifying that cash payments have been distributed in accordance with Section III.D.
19. Confirming in writing its completion of the administration of the Settlement.

C. Costs of Settlement Administration. All expenses incurred in administering this Settlement Agreement, including, without limitation, the cost of the Notice Program, Settlement Website, toll-free number, distributing and administering the benefits of the Settlement Agreement, the Settlement Administrator's reasonable fees, as well as Plaintiffs' Counsel's Fees and Expenses

and Plaintiffs' Service Awards shall be paid separately by WM, subject to approval of the Court, and shall not in any way reduce the other benefits afforded to Settlement Class Members under the Settlement.

VI. NOTICE TO SETTLEMENT CLASS MEMBERS

A. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using forms substantially in the nature of the forms of Notice approved by the Court in the Preliminary Approval Order. The Notice will include, among other information: a description of the material terms of the Settlement; a date by which Settlement Class Members may object to or request exclusion from the Settlement; the date upon which the Final Approval Hearing will occur; and the address of the Settlement Website at which Settlement Class Members may file claims and access this Settlement Agreement and other related documents and information.

B. The Notice Program has two components: (1) Detailed Notice on the Settlement Website, and (2) Postcard Notice for those individuals for whom a physical address can be identified with reasonable effort as described herein.

C. The Settlement Administrator shall mail a copy of the Postcard Notice via United States Postal Services ("USPS") first class mail to all Settlement Class Members for whom WM can ascertain a mailing address from its records with reasonable effort. For Settlement Class Members for whom WM is not able to ascertain a mailing address from its records with reasonable effort, the Settlement Administrator shall use reasonable efforts to identify a mailing address and mail a copy of the Postcard Notice to such address. For any Postcard Notices that are returned undeliverable, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Postcard Notice to the extent updated addresses are identified. The Settlement Administrator need make only one attempt to resend any Postcard Notices that are returned as undeliverable.

D. The Settlement Administrator shall post the Detailed Notice on the Settlement Website in the form agreed to by the Parties and approved by the Court. The Detailed Notice shall be posted on the Settlement Website by the Class Notice Date.

E. WM agrees to pay all costs associated with the Notice Program, including notice required by the Class Action Fairness Act, notice of the Settlement to the Settlement Class Members, and settlement administration costs, including payment of the Settlement Administrator.

VII. REQUESTS FOR EXCLUSION BY SETTLEMENT CLASS MEMBERS

A. Settlement Class Members may make a Request for Exclusion by mailing such request in writing to the Settlement Administrator at the address set forth in the Class Notice. Any Request for Exclusion must be postmarked no later than forty-five (45) days after the Class Notice Date or such other date specified in the Court's Preliminary Approval Order. The Request for

Exclusion shall (i) state the Settlement Class Member's full name and current address, (ii) be personally signed, and (iii) specifically state his or her desire to be excluded from the Settlement and from the Class. Failure to comply with these requirements and to timely submit the Request for Exclusion will result in the Settlement Class Member being bound by the terms of the Settlement.

B. Any Settlement Class Member who submits a timely Request for Exclusion may not make any objections to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement. Only one individual may be excluded from the Settlement Class per each written notification or exclusion form. No group opt-outs from the Settlement Class shall be permitted.

C. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a weekly report informing them of any Requests for Exclusion received by the Settlement Administrator during each week following the Class Notice Date. The Settlement Administrator must prepare a declaration attaching a list identifying those Settlement Class Members from whom it received timely and valid Requests for Exclusion and provide the declaration to Defendant's Counsel and Class Counsel no later than seven (7) days after the Request for Exclusion Deadline so that it can be filed with the Court along with a motion for final approval of the Settlement.

D. WM reserves all rights, defenses, and arguments of any kind with regard to any claims that may be brought by any Settlement Class Member who is excluded from the Settlement Class.

E. Should five percent (5%) or more of the Settlement Class Members elect to opt-out of the Settlement, WM will have five (5) business days after receipt of written notice from the Settlement Administrator regarding such exclusions to terminate this Settlement Agreement.

VIII. OBJECTIONS BY SETTLEMENT CLASS MEMBERS

A. Any Settlement Class Member may make an objection to the proposed Settlement by electronically filing via the Court's ECF System, or delivering to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection. To be considered timely, the objection must be received by the Clerk of the Court (not just postmarked or sent) on or before the Objection Deadline, *i.e.*, forty-five (45) days from the Class Notice Date or such date as otherwise ordered by the Court. If the notice of objection is not electronically filed via the Court's ECF System, copies must also be served by mail upon Defendant's Counsel and at least one of the Class Counsel, to be designated in the Notice. Any Settlement Class Member who has submitted a Request for Exclusion may not file any objections or speak at the Final Approval Hearing.

B. To be valid, an objection must set forth all of the following information in writing: (i) the objector's full name, current address, current telephone number, and personal signature; (ii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Class Notice he or she received; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) copies of any documents that the objector wishes to submit in support of his/her position; (v) whether the objecting Settlement Class Member

intends to appear at the Final Approval Hearing; (vi) whether the objecting Settlement Class Member is represented by counsel and if so, the name, address, and telephone number of his/her counsel; and (vii) all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement, including the case name, court, and docket number for each.

C. Any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing held by the Court. By this provision, the Parties are not waiving and are expressly preserving their right to contest any appearance by an objector on any grounds or assert any and all other potential defenses and privileges to any such appearance.

D. The agreed-upon procedures and requirements for submitting objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Settlement Class Members. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any objections to file the objections with the Court and serve copies of the notice of objection upon Defendant's Counsel and at least one of the Class Counsel, to be designated in the Notice, by no later than the Objection Deadline.

IX. FINAL APPROVAL

A. Promptly following the Claims Deadline, Class Counsel will file a motion with the District Court for an order granting final approval of this Settlement (the "Final Approval Order") substantially in the form of Exhibit 5, along with a declaration executed by the Settlement Administrator attaching a list identifying those individuals who validly and timely requested exclusion from the Settlement. Class Counsel will separately file a motion for Service Awards and an award of Plaintiffs' Counsel's Fees and Expenses.

B. Within five (5) days after entry of the Final Approval Order, the Parties shall jointly file a signed dismissal agreement dismissing the Appeal with prejudice.

X. RELEASE OF CLAIMS

A. As of the Effective Date, the Releasing Parties, each on behalf of themselves and on behalf of their respective heirs, assigns, beneficiaries, and successors, shall automatically be deemed to have fully and irrevocably released and forever discharged the Released Parties of and from any and all claims and causes of action that were or could have been asserted in the Action based on, relating to, concerning or arising out of the Data Security Incident, or the allegations, facts, or circumstances related to the Data Security Incident as alleged in the Action, regardless of whether such claims arise under federal, state, and/or local law. Released Claims shall not include the claims of Settlement Class Members who have timely excluded themselves from the Settlement Class.

B. Waiver of California Civil Code Section 1542.

1. The Releasing Parties hereby expressly waive and relinquish as to the Released Claims all rights and benefits afforded by California Civil Code section 1542 to the extent California Civil Code section 1542 is applicable and do so understanding and acknowledging the significance and consequences of such specific waiver of California Civil Code section 1542.
2. California Civil Code section 1542 provides as follows (emphasis added):

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**.

Notwithstanding the provisions of section 1542, the Releasing Parties expressly acknowledge and agree that the release set forth in Paragraph A, of Section X, is intended to include and does include in its effect, without limitation, all such claims that the Releasing parties do not know or suspect to exist at the time of the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of those claims.

C. As of the Effective Date, WM and Released Parties shall automatically be deemed to have fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Settlement Class Members, and Plaintiffs' Counsel, of all claims, including unknown claims, based on or arising out of the institution, prosecution, assertion, settlement, or resolution of the Action, or the Released Claims, except for enforcement of the Settlement Agreement.

D. This Settlement Agreement does not affect the rights of Settlement Class Members who submit a timely and valid Request for Exclusion from the Settlement Agreement.

E. Upon issuance of the Final Approval Order: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members and Releasing Parties, except those who have opted out in accordance with the terms and provisions hereof; (ii) WM and Released Parties shall not be subject to liability or expense of any kind to any Settlement Class Members or Releasing Parties for reasons related to the Action except as set forth herein; and (iii) Settlement Class Members and Releasing Parties shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against WM and/or the Released Parties.

XI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Class Counsel represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed

and delivered by Class Counsel and Plaintiffs and constitutes their legal, valid, and binding obligation.

B. WM, through its undersigned attorneys, represents and warrants that it has the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery, and performance by WM of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of WM. This Settlement Agreement has been duly and validly executed and delivered by WM and constitutes its legal, valid, and binding obligation.

XII. MISCELLANEOUS PROVISIONS

A. This Settlement Agreement is not to be used in evidence (except in connection with obtaining approval of this Settlement Agreement and enforcing its terms) and shall not at any time be construed or deemed to be any admission or concession by WM with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. WM specifically denies liability and denies all allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it shall constitute, in this or in any other proceeding, an admission by WM, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation, except for the limited purpose of settlement pursuant to this Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, or the Final Approval Order is subsequently reversed on appeal, the Parties agree to use their best efforts to cure any defect(s) identified by the Court. If, despite their best efforts, the Parties cannot cure said defects, this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. In the event that the Final Approval Order is not entered, or the Final Approval Order is subsequently reversed on appeal, certification of a class shall be vacated and WM may dispute in any further proceeding whether class certification is appropriate for any purpose other than this Settlement Agreement.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. Capitalized words, terms, and phrases are used as defined in Section II, above.

E. This Settlement Agreement may not be modified or amended except in writing and signed by all Parties.

F. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

G. Except as otherwise provided in this Settlement Agreement, each party to this Settlement Agreement shall bear his, her, or its own costs of the Action.

H. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, as well as to correct any inadvertent, non-substantive mistakes or typographical errors contained in any of the Settlement papers.

I. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the release. The Parties will ask the Court to expressly retain jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Settlement Class Members from prosecuting claims that are released pursuant to the Settlement Agreement as provided herein, and allowing for discovery related to objectors, if any.

J. The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

K. This Settlement Agreement constitutes the entire, fully integrated agreement among the Parties and cancels and supersedes all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

L. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, shall be submitted to the Court for resolution.

M. All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Settlement Agreement or by order of the Court, the day of the act, or default, from which the designated period of

time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period shall run until the end of the next day that is not one of the aforementioned days. Each of the Parties reserves the right, subject to the Court's approval, to seek any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement, and to modify or supplement any notice contemplated hereunder.

N. Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any provision of this Settlement Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions herein.

O. All notices to the Parties or counsel required by this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

For Class Counsel:

Gayle M. Blatt

CASEY GERRY SCHENK FRANCAVILLA BLATT & PENFIELD, LLP

110 Laurel Street

San Diego, CA 92101

gmb@cglaw.com

For Defendants:

Michelle A. Reed

Elizabeth D. Scott

AKIN GUMP STRAUSS HAUER & FELD LLP

2300 N. Field Street, Suite 1800

Dallas, TX 75201-2481

mreed@akingump.com

edscott@akingump.com

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: Gayle M. Blatt

Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: August 17, 2023

By: Rachele R. Byrd

Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____

Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____

M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____

Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____

Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____


By: _____

Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: 
Gayle M. Blatt

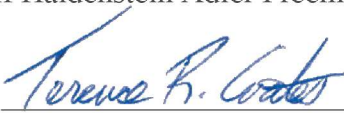
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____

Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: 8/18/2023

By: 

Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: 08/17/2023

By: 

M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____

Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____

Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____

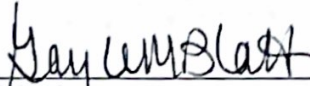
By: _____

Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: 
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

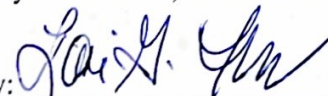
Dated: _____

By: _____
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: August 17, 2023

By: 
Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: _____

By: _____
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL


Dated: _____

By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: 
Gayle M. Blatt

Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____
Rachele R. Byrd

Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____
Terence R. Coates

Markovits, Stock & Demarco, LLC

Dated: _____

By: _____
M. Anderson Berry

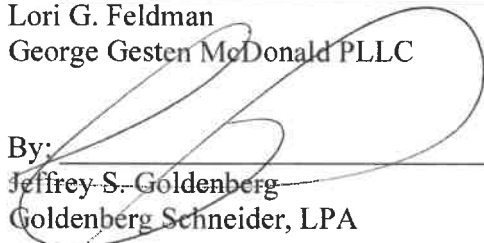
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____
Lori G. Feldman

George Gesten McDonald PLLC

Dated: August 18, 2023

By: 
Jeffrey S. Goldenberg

Goldenberg Schneider, LPA

Dated: _____

By: _____
Joseph M. Lyon

The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____

By: _____
Michelle A. Reed

Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: August 17, 2023

By: Gayle M. Blatt
Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____
Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____
Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____
M. Anderson Berry
Clayo C. Arnold, A Professional Law Corp.

Dated: _____

By: _____
Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____
Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

Dated: 8/18/2023

By: Joseph Lyon
Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: _____

By: _____
Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

IN WITNESS WHEREOF, Plaintiffs and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the lines below.

CLASS COUNSEL

Dated: _____

By: _____

Gayle M. Blatt
Casey Gerry Schenk Francavilla Blatt & Penfield, LLP

Dated: _____

By: _____

Rachele R. Byrd
Wolf Haldenstein Adler Freeman & Herz LLP

Dated: _____

By: _____

Terence R. Coates
Markovits, Stock & Demarco, LLC

Dated: _____

By: _____

M. Anderson Berry
Clayco C. Arnold, A Professional Law Corp.

Dated: _____

By: _____

Lori G. Feldman
George Gesten McDonald PLLC

Dated: _____

By: _____

Jeffrey S. Goldenberg
Goldenberg Schneider, LPA

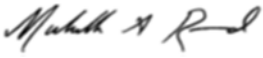
Dated: _____

By: _____

Joseph M. Lyon
The Lyon Firm, LLC

DEFENDANT'S COUNSEL

Dated: August 21, 2023

By:  _____

Michelle A. Reed
Akin Gump Strauss Hauer & Feld LLP

Exhibit 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-cv-06199-DLC

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT AND APPROVING NOTICE PROGRAM**

WHEREAS, a class action is pending before the Court entitled *In re Waste Management Data Breach Litigation*, No. 21-cv-06199-DLC (S.D.N.Y.) (the “Action”);

WHEREAS, Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck (collectively, “Plaintiffs”), on behalf of themselves and on behalf of the Settlement Class, and Defendant USA Waste-Management Resources, LLC (“WM” or “Defendant,” and together with Plaintiffs, the “Parties”), have agreed to settle Plaintiffs’ claims related to an incident in which an unauthorized third party gained access to certain WM systems (the “Data Security Incident”);

WHEREAS, Class Counsel have conducted an extensive investigation into the facts and law relating to the matters alleged in the Action;

WHEREAS, the Parties reached a settlement as a result of extensive arm’s-length negotiations between the Parties and their counsel, occurring over the course of a number of months and multiple mediation sessions with JAMS mediator Bruce Friedman; and

WHEREAS, the Settlement Agreement, together with the exhibits attached thereto, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to WM for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

This matter coming before the Court upon the agreement of the Parties and the motion of Plaintiffs seeking preliminary approval of the Settlement Agreement, good cause being shown, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this order shall have the same meaning as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Action, the Plaintiffs, the Settlement Class Members, and WM, and venue is proper in this District.

Settlement Class Certification

3. The Court finds pursuant to Fed. R. Civ. P. 23(e)(1)(B)(ii) that it will likely be able to certify the Settlement Class for settlement purposes after the hearing on final approval of the Settlement Agreement, for the following reasons:

- (a) The Settlement Class is ascertainable, as the class definition is based on objective criteria;
- (b) The Settlement Class is sufficiently numerous to satisfy Fed. R. Civ. P. 23(a)(1);
- (c) The Settlement Class shares an overriding common question sufficient to satisfy Fed. R. Civ. P. 23(a)(2);

(d) The Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(a)(3) because the Plaintiffs' claims are typical of those of the Settlement Class Members they seek to represent;

(e) The Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(a)(4) because the Plaintiffs are adequate representatives of the Settlement Class, and Plaintiffs' counsel has the qualifications and experience necessary to serve as Class Counsel on behalf of the Settlement Class; and

(f) The Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3) because a predominant common question in this litigation can be resolved on a classwide basis. Further, the class action device is superior to other methods of resolving the issues in this litigation, including hundreds of individual lawsuits.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for settlement purposes only, a Settlement Class defined as follows:

Settlement Class: All individuals to whom Defendant sent notice of the Data Security Incident, which is the subject of the instant litigation.

5. Excluded from the Settlement Class are all Settlement Class Members who timely and validly submit a Request for Exclusion and opt-out of the Settlement Class; the Judge(s) or Magistrate Judge(s) to whom the Action is assigned and any member of those Judges' staffs or immediate family members; and any members or employees of Defendant's Counsel.

6. The Court hereby appoints Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck as Class Representatives.

7. The Court hereby appoints Gayle Blatt of Casey Gerry Schenk Francavilla Blatt Penfield LLP; Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP; Michael Anderson Berry of the Arnold Law Firm; and Terence Richard Coates of Markovits, Stock & DeMarco LLC as Class Counsel.

Preliminary Approval

8. Plaintiffs have moved the Court for an order approving the settlement of the Action in accordance with the Settlement Agreement, which, together with the documents incorporated therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice against WM.

9. The Court finds pursuant to Fed. R. Civ. P. 23(e)(1)(A) that the Parties have provided sufficient information for it to be able to determine whether to give notice of the settlement to the Settlement Class.

10. The Court finds pursuant to Fed. R. Civ. P. 23(e)(1)(B)(i) that the terms of the Settlement Agreement appear to be fair, reasonable, and adequate such that it will likely be able to finally approve the Settlement Agreement under Fed. R. Civ. P. 23(e)(2) after the hearing on final approval of the Settlement Agreement.

11. The Court preliminarily finds that, subject to the Final Approval Hearing, the Settlement Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best interests of the Settlement Class as to their claims against WM. The Court further preliminarily finds that the Settlement Agreement substantially fulfills the purposes and objectives of the class action, and provides beneficial relief to the Settlement Class. The Court also preliminarily finds that the Settlement Agreement: (a) is the result of serious, informed, non-collusive arm's-length negotiations involving experienced counsel familiar with the legal and

factual issues of this case and made with the assistance of JAMS mediator Bruce Friedman; (b) is sufficient to warrant notice of the Settlement and the Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law, including Federal Rule of Civil Procedure 23 and the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715; and (d) is not a finding or admission of liability by WM.

Notice and Administration

12. Epiq Systems, Inc. is hereby appointed as Settlement Administrator and shall perform all the duties of the Settlement Administrator as set forth in the Settlement Agreement and this order.

13. The Court finds that the Notice Program and all forms of Class Notice as set forth in the Settlement Agreement and Exhibits 2-3 thereto are reasonably calculated to, under all circumstances, apprise the Settlement Class Members of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of Settlement Class Members to object to the Settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

14. The Court thus hereby approves the Notice Program, including the proposed Notice documents attached as Exhibits 2-3 to the Settlement Agreement. The Court also approves the plan for Claims administration, including the Claim Form attached as Exhibit 4 to the Settlement Agreement. The Parties may, by agreement, revise the Class Notice or Claim Form documents in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting.

15. Pursuant to the Settlement Agreement and subject to the requirements of the Settlement Agreement and this Preliminary Approval Order, the Settlement Administrator will provide Class Notice pursuant to the Notice Program as follows:

- a. The Settlement Administrator, within thirty (30) days after the entry of the Preliminary Approval Order or as soon thereafter as is feasible for the Settlement Administrator (the “Class Notice Date”), shall mail a copy of the Postcard Notice via United States Postal Service (“USPS”) first class mail to all Settlement Class Members for whom WM can ascertain a mailing address from its records with reasonable effort.
- b. For Settlement Class Members for whom WM is not able to ascertain a mailing address from its records with reasonable effort, the Settlement Administrator shall use reasonable efforts to identify a mailing address and mail a copy of the Postcard Notice to such address.
- c. For any Postcard Notices that are returned undeliverable, the Settlement Administrator shall use reasonable efforts to identify updated mailing addresses and resend the Postcard Notice to the extent updated addresses are identified. The Settlement Administrator need make only one attempt to resend any Postcard Notices that are returned as undeliverable.
- d. By the Class Notice Date, the Settlement Administrator shall post the Detailed Notice on the Settlement Website in accordance with the requirements set forth in the Settlement Agreement.

16. All Settlement Class Members are eligible to enroll in two (2) years of the Identity Theft Protection and Credit Monitoring Package, free of charge to the Settlement Class Member, in accordance with the terms of the Settlement Agreement.

17. Settlement Class Members who wish to receive monetary benefits under the Settlement Agreement must complete and submit a valid Claim Form seeking reimbursement for documented Ordinary Expenses and/or Extraordinary Expenses that have not been reimbursed or are otherwise not reimbursable through other reasonable means and/or compensation for time the Settlement Class Member attests was spent responding to or addressing issues relating to the Data Security Incident.

18. Not later than ten (10) days after the filing of the Settlement Agreement with the Court, the Settlement Administrator, on Defendant's behalf, shall serve or cause to be served notice of the proposed Settlement upon the appropriate federal and state officials, as provided by the Class Action Fairness Act, 28 U.S.C. §1715, *et seq.*

Exclusions

19. Settlement Class Members who wish to exclude themselves from the Settlement Class for purposes of this Settlement may do so by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than forty-five (45) days after the Class Notice Date. The request for exclusion must comply with the exclusion procedures set forth in the Settlement Agreement. Each Settlement Class Member desiring to exclude himself or herself from the Settlement Class shall timely submit, by U.S. Mail, written notice of such intent to the designated address set forth in the Class Notice. The Request for Exclusion shall (i) state the Settlement Class Member's full name and current address, (ii) be personally signed, and (ii) specifically state his or her desire to be excluded from the Settlement and from the Class. Only one individual may be

excluded from the Settlement Class per each written notification. No group opt-outs from the Settlement Class shall be permitted.

20. Any Settlement Class Member who timely submits a Request for Exclusion consistent with these procedures may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under the Settlement. Settlement Class Members who do not submit a valid and timely Request for Exclusion shall be bound by all terms of the Settlement Agreement and the final judgment.

Objections

21. Any Settlement Class Member who has not timely filed a Request for Exclusion may object to the granting of final approval of the Settlement. Settlement Class Members may object on their own, or may do so through separate counsel at their own expense.

22. Any written objection to the Settlement must include: (i) the objector's full name, current address, current telephone number, and personal signature; (ii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Class Notice he or she received; (iii) a statement of the position(s) the objector wishes to assert, including the factual and legal grounds for the position; (iv) copies of any documents that the objector wishes to submit in support of his/her position; (v) whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing; (vi) whether the objecting Settlement Class Member is represented by counsel and if so, the name, address, and telephone number of his/her counsel; and (vii) all other cases in which the objector (directly or through counsel) has filed an objection to any proposed class action settlement, including the case name, court, and docket number for each.

23. Written notice of an objection must be electronically filed via the Court's ECF System, or delivered to the Clerk of the Court by mail, express mail, or personal delivery. To be

considered timely, the objection must be received by the Clerk of the Court (not just postmarked or sent) on or before the Objection Deadline, i.e., forty-five (45) days from the Class Notice Date or such date as otherwise ordered by the Court. If the notice of objection is not electronically filed via the Court's ECF System, copies must also be served by mail upon Defendant's Counsel and at least one of the Class Counsel, to be designated in the Notice.

24. Any Settlement Class Member who fails to file and serve a timely written objection in compliance with the requirements of this order and the Settlement Agreement shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Final Approval Hearing

25. A "Final Approval Hearing" shall be held before this Court on _____, 2023 at _____ [via telephone or videoconference or in-person at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312] to consider: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether to award payment of attorneys' fees, costs, and expenses to Class Counsel and in what amount; and (d) whether to award payment of a Service Award to the Class Representatives and in what amount. The Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members.

26. By no later than fourteen (14) days prior to the Objection Deadline, Class Counsel shall file with the Court a motion supporting the Class Counsels' Fees and Expenses and requested Service Awards and shall post the motion on the Settlement Website once filed.

27. Papers in support of final approval of the Settlement Agreement shall also be filed with the Court no later than fourteen (14) days prior to the Objection Deadline or twenty-one (21) days prior to the Final Approval Hearing, whichever comes first.

Miscellaneous Provisions

28. To protect its jurisdiction to consider the fairness of the Settlement Agreement and to enter a final order and judgment having binding effect on all Settlement Class Members, the Court hereby enjoins all members of the Settlement Class Members, and anyone who acts or purports to act on their behalf, from pursuing all other proceedings in any state or federal court that seeks to address rights or claims of any Released Party or Settlement Class Member relating to, or arising out of, any of the Released Claims. Settlement Class Members shall be bound by all determinations and judgments concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

29. All case deadlines are stayed and suspended until further notice from the Court, except for such actions as are necessary to implement the Settlement Agreement and this Order.

30. In the event that this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason, or the Effective Date for any reason does not occur, the order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court, the Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on [*insert date of filing*], 2023, in accordance with this paragraph. Neither party, nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement

or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later litigated and contested by Defendant under Rule 23 of the Federal Rules of Civil Procedure.

IT IS ORDERED.

Dated: _____, 2023

Hon. Denise Cote
United States District Judge

Exhibit 2

NOTICE OF A CLASS ACTION SETTLEMENT

UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK
In re Waste Management Data Breach Litigation, Case No. 1:21-cv-06199-DLC (S.D.N.Y.)

If USA Waste-Management Resources, LLC Notified You of a Data Security Incident, You May Be Eligible for a Cash Payment and Other Benefits from a Class Action Settlement

For complete information, visit [*InsertWebsiteLink*] or call [*InsertPhoneNumber*].

A court authorized this Notice. This is not a solicitation from a lawyer.

A Settlement has been reached in a class action lawsuit concerning a data breach at USA Waste-Management Resources, LLC (“WM” or “Defendant”). The data breach occurred in January 2021 when an unauthorized third party gained access to certain WM systems (the “Data Security Incident”). Plaintiffs in the lawsuit allege that the Data Security Incident potentially exposed certain individuals’ names, dates of birth, Social Security numbers, and driver’s license numbers. The Settlement would resolve the lawsuit without an admission of liability by WM. The lawsuit is called *In re Waste Management Data Breach Litigation*, Case No. 1:21-cv-06199-DLC (S.D.N.Y.).

The Settlement Class includes all individuals to whom Defendant sent notice of the Data Security Incident. If you are a Settlement Class Member, your legal rights are affected regardless of whether you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	This is the only way you may receive benefits from this Settlement. The deadline to submit a Claim Form is [_____] , 2023.
EXCLUDE YOURSELF FROM THE SETTLEMENT	You will receive no payment or benefit from the Settlement, but you will retain any rights you currently have with respect to Defendant and the issues in this case. The deadline to exclude yourself from the Settlement is [_____] , 2023.
OBJECT TO THE SETTLEMENT	Write to the Court explaining why you do not agree with the Settlement. The deadline to object is [_____] , 2023. You will remain in the Class and be subject to the Release if the Court approves the Settlement.
ATTEND THE FINAL APPROVAL HEARING	You or your attorney may attend and speak about your objection at the Final Approval Hearing. The Final Approval Hearing will be held on [_____] , 2023.
DO NOTHING	You will not get a benefit from the Settlement, and you will give up the right to sue WM for claims arising out of the Data Security Incident. You will remain in the Class and be subject to the Release.

These rights and options, and the deadlines to exercise them, are explained in this Notice. For complete details, please see the Settlement Agreement, available at [*InsertWebsiteLink*].

QUESTIONS? CALL [*InsertPhoneNumber*] TOLL-FREE OR VISIT [*INSERTWEBSITELINK*]

The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

BASIC INFORMATION

1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with WM. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment and other benefits as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Denise L. Cote of the United States District Court for the Southern District of New York is overseeing this class action. The case is called *In re Waste Management Data Breach Litigation*, Case No. 21-cv-06199-DLC (S.D.N.Y.).

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Plaintiffs and Class Representatives Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, a court resolves the issues for all class members, except those who exclude themselves from the class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs claim that Defendant failed to implement and maintain reasonable security measures to adequately prevent the Data Security Incident from occurring.

Defendant denies that it is liable for the claims made in the lawsuit. More information about the complaint in the lawsuit can be found on the Settlement Website at [InsertWebsiteLink].

4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty, risks, and expense of ongoing litigation, and Settlement Class Members will be eligible to get compensation now rather than years later—if ever. The Class Representatives and attorneys for the Settlement Class Members, called Class Counsel, agree the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by the Defendant.

WHO IS INCLUDED IN THE SETTLEMENT?

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

You are part of the Settlement as a Settlement Class Member if you received notice of the Data Security Incident from WM. Settlement Class Members were also sent notice of this Settlement via U.S. Mail.

If you are not sure whether you are included, you can contact the Settlement Administrator by calling [InsertPhoneNumber], by emailing [InsertEmail], or by visiting the Settlement Website [InsertWebsiteLink].

This Settlement Class does not include (a) all Settlement Class Members who timely and validly request exclusion from and opt-out of the Settlement Class; the Judge(s) or Magistrate Judge(s) to whom the Action is assigned and any member of those Judges' staffs or immediate family members; and (c) any members or employees of defense counsel.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Reimbursement for Ordinary Expenses, Extraordinary Expenses and Time Spent: If you suffered documented financial losses that are fairly traceable to the Data Security Incident, you may be eligible to receive compensation for these Ordinary Expenses. If you spent time responding to the Data Security Incident, you may be eligible to receive compensation for Time Spent. If you suffered identity theft reasonably traceable to the Data Security Incident, you may be eligible to receive reimbursement for Extraordinary Expenses.

- A. Ordinary Expenses or Losses:** You may make a claim for reimbursement for documented Ordinary Expenses incurred after the Data Security Incident that are reasonably traceable to the Data Security Incident. Examples of ordinary expenses include: costs incurred accessing or freezing/unfreezing credit reports with any credit reporting agency; purchasing credit monitoring, other miscellaneous expenses incurred related to any out-of-pocket loss such as notary, fax, postage, copying, mileage, and long-distance telephone charges; and unpaid time off work to address issues fairly traceable to the Data Security Incident at your actual hourly rate of pay. To present your claim, you must attest that you made reasonable efforts to avoid losses and seek reimbursement for the losses, including by exhausting any existing credit monitoring and identity theft insurance. The maximum payment for any claim for Ordinary Expenses is \$750.00.
- B. Time Spent:** You may make a claim for reimbursement for up to three (3) hours of time spent remedying or preventing identity theft or other fraud, misuse of your personal information attributable to the Data Security Incident and/or dealing with the Notice of the Data Security Incident. Time Spent will be compensated at \$20.00/hour and requires a brief description of (1) the action taken in response to the Data Security Incident; (2) the time associated with each action; and (3) an attestation that the time was spent responding to or

addressing issues relating to the Data Security Incident. Claims for Time Spent are included within the \$750.00 maximum for Ordinary Expenses.

- C. Extraordinary Expenses:** If your identity was stolen, and the identity theft is reasonably traceable to the Data Security Incident, you may be eligible for a payment of Extraordinary Expenses up to \$3,000. However, your payment may not be more than the documented loss, provided that the loss is not already covered by one or more of the other settlement benefits. Further, you must attest that you made reasonable efforts to avoid losses and seek reimbursement for the losses, including exhausting any existing credit monitoring and identity theft insurance. Examples of extraordinary expenses or losses include unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud or falsified tax returns.

Identity Theft and Credit Monitoring: Upon timely submission of a Claim Form, all Settlement Class Members are eligible to receive, free of charge, two (2) years of 3-bureau credit monitoring services, including identity restoration services, and up to \$1,000,000 of identity theft insurance coverage for certain out of pocket expenses resulting from identity theft.

Remedial Measures: Defendant has also agreed to implement and/or maintain enhanced data security measures as part of the Settlement, including maintaining a policy to encrypt employee and third party personally identifiable information in transit and at rest and engaging a third party to conduct a cybersecurity penetration test annually, all for a period of at least five (5) years, to help keep information secure. For complete details, please see the Settlement Agreement, available at [InsertWebsiteLink].

HOW TO GET BENEFITS

7. How do I make a Claim?

To qualify for a Settlement benefit, you must complete and submit a Claim Form.

Settlement Class Members who want to submit a Claim must fill out and submit a Claim Form online at [InsertWebsiteLink] or by mail to the Settlement Administrator. Claim Forms are only available through the Settlement Website at [InsertWebsiteLink] or by calling [InsertSettlementNumber].

Claims will be subject to a verification process. You will need the Unique Claim Number provided with your Notice to fill out a Claim Form. **All Claim Forms must be submitted no later than [_____] , 2023.**

8. When will I get my payment or benefit?

The hearing to consider the fairness of the Settlement is scheduled for [_____] , 2023. If the Court approves the Settlement, eligible Settlement Class Members whose claims were approved by the Settlement Administrator will be given an opportunity to enroll in the Identity Theft Protection and Credit Monitoring Package and/or be sent payment after all appeals and other reviews, if any, are completed. Please be patient.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed Casey Gerry Schenk Francavilla Blatt Penfield LLP, Wolf Haldenstein Adler Freeman & Herz LLP, Arnold Law Firm, and Markovits, Stock & DeMarco LLC as “Class Counsel” to represent the Settlement Class Members. You will not be charged for these lawyers. You can ask your own lawyer to appear in Court for you at your own expense if you want to be represented separately.

10. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid by or on behalf of Defendant. Class Counsel will not seek more than four hundred and forty thousand dollars (\$440,000.00) in attorneys’ fees, costs, and expenses. Class Counsel will also request a service award of two thousand five hundred dollars (\$2,500.00) for Lead Plaintiff Gabriel Fierro and five hundred dollars (\$500.00) each for Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service awards to Plaintiffs. Any amount that the Court awards for attorneys’ fees, expenses, and service awards to Plaintiffs will be paid separately by WM and will not reduce the amount of payments to Settlement Class Members who submit valid claims.

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for Plaintiffs with the Court no later than fourteen (14) days prior to the Objection Deadline, at which time it will be posted on the Settlement Website, at [InsertWebsiteLink].

YOUR RIGHTS AND OPTIONS

11. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue Defendant about the Data Security Incident, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true even if you do not submit a Claim Form. However, you may exclude yourself from the Settlement (*see* Question 14). If you exclude yourself from the Settlement, you will not be bound by any of the Released Claims, which are described in the Settlement Agreement at [InsertWebsiteLink].

12. What happens if I do nothing at all?

If you do nothing, you will receive no payment for any losses incurred from the Data Security Incident or benefit under the Settlement. You will be in the Settlement Class, and if the Court approves the Settlement, you will be bound by all orders and judgments of the Court, the

Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 11 above.

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendant in this class action.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter to the Settlement Administrator stating that you want to be excluded from the Settlement in *In re Waste Management Data Breach Litigation*, Case No. 21-cv-06199-DLC. Your letter must include (1) your full name and current address; (2) a statement that you wish to be excluded from the Settlement Class; and (3) your signature. You must mail your exclusion request, postmarked no later than [_____] , 2023, to the following address:

WM Data Security Settlement Administrator
[InsertAddress]

You cannot exclude yourself by phone or email. Any individual who wants to be excluded from the Settlement must submit his or her own exclusion request. No group opt-outs are permitted.

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

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims or legal issues released in this Settlement, even if you do nothing.

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

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

17. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you do not agree with any part of it. You can give reasons why you think the Court should deny approval of the Settlement by filing an objection. To object, you must electronically file via the Court's ECF System (see <https://www.nysd.uscourts.gov/electronic-case-filing>), or deliver to the Clerk of the Court by mail, express mail, or personal delivery, a written notice of objection stating that you object to the Settlement in *In re Waste Management Data Breach Litigation*, Case No. 21-cv-06199-DLC. Your objection must be received by the Clerk of the Court (not just postmarked or sent) on or before [_____] , 2023.

The objection must be in writing and be personally signed by you. The objection must include: (i) your full name, current address, current telephone number, and personal signature; (ii) documentation sufficient to establish membership in the Settlement Class, such as a copy of the Class Notice you received; (iii) a statement of the position(s) you wish to assert, including the factual and legal grounds for the position; (iv) copies of documents you wish to submit in support of your position; (v) whether you intend to appear at the Final Approval Hearing; (vi) whether you are represented by counsel and if so, the name, address, and telephone number of your counsel; and (vii) all other cases in which you (directly or through counsel) have filed an objection to any proposed class action settlement, including the case name, court, and docket number for each.

If you mail your objection to the Court, send it to the Clerk of the Court, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, and you must also mail copies of your notice of objection and any supporting documents to both Class Counsel and Defendant’s lawyers at the addresses listed below at the same time you mail it to the Court:

Class Counsel	Defendant’s Counsel
Gayle M. Blatt Casey Gerry Schenk Francavilla Blatt Penfield LLP 110 Laurel St. San Diego, CA 92101	Michelle A. Reed Akin Gump Strauss Hauer & Feld LLP 2300 North Field Street, Suite 1800 Dallas, Texas 75201

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

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you. If you object, you are still part of the Settlement Class and will be bound by all orders and judgments of the Court, the Settlement, and its included Release, if the Court approves the Settlement.

THE COURT’S FINAL APPROVAL HEARING

19. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on [InsertHearingDate] at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007, Courtroom 18B. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys’ fees, costs, and expenses and the service awards to Plaintiffs.

Note: The location, date and time of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, [InsertWebsiteLink], or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

21. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

GETTING MORE INFORMATION

22. Where can I get additional information?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [InsertWebsiteLink] or by writing to [InsertAddress].

23. How do I get more information?

Go to [INSERTWEBSITELINK], call [InsertToll-FreeNumber], email [InsertEmail] or write to [INSERTADDRESS].

PLEASE DO NOT CALL THE COURT, THE CLERK OF THE COURT, THE JUDGE, OR THE DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.

Exhibit 3

Waste Management Data Breach
Litigation Class Action Settlement
c/o Epiq Systems, Inc.
PO Box [_____]

**COURT-
ORDERED LEGAL
NOTICE OF
CLASS ACTION
SETTLEMENT –
Waste
Management**

Important Notice about a
Class Action Settlement.

You may be entitled to a CASH payment
and other benefits. This Notice may
affect your legal rights. Please read it
carefully.

In re Waste Management Data Breach Litigation,
Case No. 21-cv-06199-DLC (S.D.N.Y).

<<B<<C<<<<<<

Postal Service:

Please Do Not Mark

Barcode

«NOTICEID»

«OWNER»

«COOWNER»

«REPRESENTATIVE»

«ADDRESS1»

«ADDRESS2»

«CITY» «STATECD» «ZIP»

«COUNTRY»

If USA Waste-Management Resources, LLC Notified You of a Data Security Incident, You May Be Eligible for a CASH PAYMENT and Other Benefits from a Class Action Settlement.

PLEASE VISIT [\[INSERTWEBSITELINK\]](#) FOR MORE INFORMATION.

A Settlement has been reached in a class action lawsuit concerning a data breach at USA Waste-Management Resources, LLC ("WM" or "Defendant"). The data breach occurred in January 2021 when an unauthorized third party gained access to certain WM systems (the "Data Security Incident"). Plaintiffs in the lawsuit allege that the Data Security Incident potentially exposed certain individuals' names, dates of birth, Social Security numbers, and driver's license numbers. The Settlement would resolve the lawsuit without an admission of liability by WM. For full details, please visit the Settlement Website, [\[InsertWebsiteLink\]](#).

Who is included? WM's records show you are a member of the Settlement Class. The Settlement Class includes all individuals to whom Defendant sent notice of the Data Security Incident.

What are the settlement benefits? Please see the Settlement Agreement for full details. The Settlement provides payments to people who submit valid claims for reimbursement of Out-of-Pocket Expenses, Extraordinary Expenses, and/or Time Spent after the Data Security Incident that are reasonably traceable to the Data Security Incident. The Settlement also provides two (2) years of three-bureau credit monitoring services, including identity restoration services, and up to \$1,000,000 of identity theft insurance coverage for certain out-of-pocket expenses resulting from identity theft, for all Settlement Class Members who timely enroll. Visit the Settlement Website at [\[InsertWebsiteLink\]](#) or call the toll-free number below for complete benefit details.

To qualify for payment and other benefits, you must submit a Claim Form. The Claim Form can be found at [\[InsertWebsiteLink\]](#) or will be mailed to you upon request to the Claims Administrator at [\[InsertPhoneNumber\]](#). **Claim Forms must be submitted online or postmarked by [\[\]](#), 2023.** If you do not want to be legally bound by the Settlement, you must exclude yourself by [\[\]](#), 2023, or you will not be able to sue the Defendant for released claims relating to the Data Security Incident. If you exclude yourself, you cannot get money or benefits from this Settlement. If you want to object to the Settlement, you may file an objection by [\[\]](#), 2023. The detailed Notice is available at [\[InsertWebsiteLink\]](#) and explains how to submit a Claim Form, exclude yourself, or object.

The Court will hold a hearing in this case on [\[\]](#), 2023, to consider whether to finally approve the terms of Settlement Agreement. The Court will also consider Class Counsel's request for attorneys' fees and expenses of no more than \$440,000 for litigating the case and negotiating the Settlement on behalf of the Class, and service awards totaling \$8500 for the named plaintiffs. Any award of attorneys' fees, expenses, and service awards to the plaintiffs will be paid separately by WM and will not reduce the amount of payments to Settlement Class Members who submit valid claims. You may attend the hearing, but you do not have to. For more information, call toll-free [\[InsertPhoneNumber\]](#) or visit [\[InsertWebsiteLink\]](#) and read the detailed Notice.

Exhibit 4

In re Waste Management Data Breach Litigation, Case No. 21-cv-06199-DLC (S.D.N.Y.)

Credit Monitoring and Identity Restoration Enrollment Election Form

The Settlement Class includes all individuals to whom Defendant USA Waste-Management Resources, LLC (“WM” or “Defendant”) sent notice of the Data Security Incident. Notice of the Settlement was also sent to Settlement Class Members via U.S. mail.

As a Settlement Class Member, you are entitled to obtain two (2) years of coverage under a credit monitoring and identity theft protection and insurance plan provided by Equifax at no cost to you.

To enroll in the credit monitoring and identity theft insurance plan, please provide the following information:

- I want to **ENROLL** in the credit monitoring and identity theft insurance plan provided by Equifax at no cost to me.

I declare under penalty of perjury that I am a Settlement Class Member and that the information provided below is true and

accurate.

--	--

First Name	M.I.	Last Name
------------	------	-----------

Primary Address	
-----------------	--

Primary Address Continued

City	State	ZIP Code
------	-------	----------

Email

--	--	--	--	--	--	--	--

Phone Number

Signature: _____ Date (mm/dd/yyyy): _____

Print Name: _____

The deadline to submit or postmark this form is [_____], 2023.

In re Waste Management Data Breach Litigation, Case No. 21-cv-06199-DLC (S.D.N.Y.)

Economic Reimbursement Claim Form

In addition to enrolling in the free Credit Monitoring and Identity Theft Insurance Protection Plan, Settlement Class Members may also submit one or more claims for reimbursement for Time Spent and/or documented and unreimbursed Ordinary Expenses, up to an aggregate total of \$750 per Settlement Class Member, and/or documented and unreimbursed Extraordinary Expenses up to \$3,000 per Settlement Class Member, related to the Data Security Incident. All claims are subject to review by the Settlement Administrator. You will be notified if additional information is needed to verify your claim. For more information on the nature of the expenses or losses that can be claimed, please review the detailed Notice at Section 6 (available at www._____.com).

First Name M. _____
Last Name

Primary Address

Primary Address Continued

City State ZIP Code

Email Address (optional)

Telephone Number (optional)

Reimbursement of Time Spent Responding to the Data Security Incident

You can receive reimbursement for up to 3 hours of time spent responding to the Data Security Incident at a rate of \$20.00 per hour.



I spent a total of _____ hours of time in response to the Data Security Incident.

Description of how you spent your time responding to the Data Security Incident:

I attest that the lost time I am claiming on this form was spent responding to or addressing issues related to the Data Security Incident.

Ordinary Expenses Reimbursement

Examples of ordinary expenses include: Costs incurred accessing or freezing/unfreezing credit reports with any credit reporting agency, other miscellaneous expenses incurred related to any of out-of-pocket loss such as notary, fax, postage, copying, mileage, and long distance telephone charges; and unpaid time off work to address issues fairly traceable to the Data Security Incident at your actual hourly rate of pay.

Amount Requested: \$ _____ . _____ **Requested Payment Method:** Check Zelle
 PayPal Venmo

If you have selected digital payment, please provide the email address associated with your digital payment account. _____

Documentary proof must be submitted to support your exact claim amount. “Self-prepared” documents are, by themselves, insufficient, but may be included to explain actual receipts or other documentation submitted.

Please provide a brief description of the ordinary expenses requested in this claim, including the date(s) the expenses were incurred and the amount of the expenses, how the expenses are related to the Data Security Incident and the type of documentation you will be submitting to support the expenses. (You may attach additional pages if necessary.)

I declare that the ordinary expense I am claiming on this form is related to the Data Security Incident and the total amount claimed has not been reimbursed by any third party, despite my reasonable efforts to seek reimbursement for the loss, including exhausting any credit monitoring insurance and identity theft insurance available to me.

Extraordinary Expenses Reimbursement

Examples of extraordinary expenses or losses include unreimbursed costs, expenses, losses or charges incurred as a result of identity theft or identity fraud or falsified tax returns.

Amount Requested: \$ _____ . _____ **Requested Payment Method:** Check Zelle
 PayPal Venmo

If you have selected digital payment, please provide the email address associated with your digital payment account. _____

Documentary proof must be submitted to support your exact claim amount. “Self-prepared” documents are, by themselves, insufficient.

Please provide a brief description of the extraordinary expenses requested in this claim, including the date(s) the losses or expenses were incurred and the amount of the losses or expenses, as well as an explanation of how such losses or expenses are related to the Data Security Incident and the type of documentation you will be submitting to support the expenses. (You may attach additional pages if necessary.)

Failure to submit required documentation, or to complete all parts of the Claim Form, may result in denial of the claim, delay its processing, or otherwise adversely affect the claim.

I declare that I suffered identity theft losses or expenses related to the Data Security Incident and that the total amount I am claiming on this form has not been reimbursed by any third party, despite my reasonable efforts to seek reimbursement for the loss, including exhausting any credit monitoring insurance and identity theft insurance available to me.

Sign and Date Your Claim Form

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence

that the information supplied in this claim form by the undersigned is true and correct to the best of my knowledge.

Signature: _____ Date (mm/dd/yyyy): _____

Print Name: _____

The deadline to submit this form is [_____], **2023**.

PLEASE KEEP A COPY OF YOUR CLAIM FORM AND PROOF OF SUBMISSION

Exhibit 5

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE WASTE MANAGEMENT DATA
BREACH LITIGATION

Case No. 1:21-cv-06199-DLC

[PROPOSED] ORDER FOR FINAL JUDGMENT

THIS CAUSE is before the Court on Plaintiffs' Uncontested Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees, Costs, Expenses, and Service Awards to Class Representatives. Due and adequate notice having been given to the Settlement Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed Settlement, and having reviewed the record in this litigation, and good cause appearing, **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

1. For purposes of this Final Judgment and Order of Dismissal ("Judgment"), the Court adopts all defined terms as set forth in the Settlement Agreement filed in this case.
2. The Court has jurisdiction over the subject matter of the litigation, Plaintiffs Janie Marcaurel, Gabriel Fierro, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, Mary Chubbuck, the Settlement Class Members, and the Defendant, USA Waste-Management Resources, LLC ("WM") (collectively the "Settling Parties").

3. With respect to the Settlement Class and for purposes of approving this Settlement only, this Court finds as to the Settlement Class that:

- a. the Class is so numerous that joinder of all members is impracticable;
- b. there are questions of law or fact common to the Class;
- c. the claims of Plaintiffs are typical of the claims of the Class;
- d. Plaintiffs will fairly and adequately protect the interests of the Class;
- e. questions of law and fact common to class members predominate over any questions affecting only individual Class Members; and
- f. a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of, and solely in connection with, the Settlement, the Court certifies this action as a class action on behalf of the following Settlement Class:

All individuals to whom Defendant sent notice of the Data Security Incident, which is the subject of the instant litigation.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiffs are certified as the Class Representatives, and Gayle Blatt of Casey Gerry Schenk Francavilla Blatt Penfield LLP; Rachele R. Byrd of Wolf Haldenstein Adler Freeman & Herz LLP; Michael Anderson Berry of the Arnold Law Firm; and Terence Richard Coates of Markovits, Stock & DeMarco LLC are certified as Class Counsel.

6. The Parties have complied fully with the notice provisions of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

7. Based on evidence and other material submitted in conjunction with the Final Approval Hearing, the Court hereby finds and concludes that (1) the Postcard Notices to be sent

by physical mail were disseminated to members of the Settlement Class in accordance with the Settlement Agreement and the Court's Preliminary Approval Order and (2) the Detailed Notice, the Claim Form, and the Settlement Website complied with this Court's Preliminary Approval Order.

8. 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.

9. In accordance with Federal Rule of Civil Procedure 23, excluded from the Settlement Class are: (a) all Settlement Class Members who timely and validly requested exclusion from and opted out of the Settlement Class (a list is attached hereto as Exhibit A); (b) the Judge(s) or Magistrate Judge(s) to whom the Action is assigned and any member of those Judges' staffs or immediate family members; and (c) any members or employees of defense counsel. These Persons will not be bound by the terms of the Settlement Agreement.

10. The Court finds that the Settlement Agreement is the product of arm's-length settlement negotiations between the Settling Parties.

11. The Court finds and concludes that the Settlement is fair, reasonable, and adequate and should be approved.

12. The Court hereby approves the Settlement (as set forth in the Settlement Agreement), the releases of the Released Claims, and all other terms in the Settlement Agreement, as fair, just, reasonable and adequate as to the Settling Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement. However, without seeking

further Court approval, the Settling Parties may jointly agree to make changes to the Settlement Agreement, including to the manner in which the claims process shall be administered, provided that those changes do not reduce the benefits to which Settlement Class Members may be entitled, increase the burden on Settlement Class Members in making a Claim, or otherwise materially alter the Settling Parties' obligations under the Settlement and the Settlement Agreement.

13. By this Judgment, the Releasing Parties shall be deemed to have (and by operation of the Judgment shall have) fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties.

14. This action is dismissed with prejudice. The Settling Parties are to bear their own attorneys' fees and costs, except as otherwise expressly provided in the Settlement Agreement and in this Judgment.

15. This Court has considered and overruled all objections to the Settlement.

16. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The Released Parties may file the Settlement Agreement and/or the Judgment from this litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17. If for any reason the Effective Date does not occur, then (1) the certification of the Settlement Class shall be deemed vacated, (2) the certification of the Settlement Class for settlement purposes shall not be considered as a factor in connection with any subsequent class certification issues, and (3) the Settling Parties shall return to the status quo ante in the litigation as it existed on [insert date of filing], 2023, without prejudice to the right of any of the Settling Parties to assert any right or position that could have been asserted if the Settlement had never been reached or proposed to the Court.

18. Upon consideration of Plaintiffs' Motion for Award of Attorneys' Fees and Costs, the Motion is GRANTED. Consistent with Section III.G of the Settlement Agreement, Defendant shall pay Class Counsel \$440,000.00 in attorneys' fees and litigation expenses, consistent with the terms of the Settlement Agreement. Per the Settlement Agreement, this award shall be paid separately and exclusively by WM and shall not in any way reduce the benefits made available to Settlement Class Members. In making this award, the Court has considered and found that:

- a. The Notice Program advised that Class Counsel would seek an award of attorneys' fees and litigation expenses of no more than \$440,000.00, which, if approved by the Court, Defendant agreed to pay separately;
- b. This action involves complex factual and legal issues, was actively prosecuted, and, in the absence of the Settlement, would involve further lengthy proceedings with uncertain resolution of the complex factual and legal issues;
- c. Class Counsel skillfully and zealously pursued this action on behalf of the Class Representatives and the Class;
- d. The hourly rates charged by Class Counsel are reasonable;

- e. Had Class Counsel not achieved the Settlement, there would remain a significant risk that the Class Representatives and the Class would recover less or nothing from Defendant; and
- f. The amount of attorneys' fees awarded here is consistent with awards in similar cases.

19. Upon consideration of Plaintiffs' Motion for Service Awards to Class Representatives, the request is GRANTED. Consistent with the terms of Section III.F of the Settlement Agreement, Defendant shall pay a Service Award of two thousand five hundred dollars (\$2,500.00) for Lead Plaintiff Gabriel Fierro and Service Awards of five hundred dollars (\$500.00) each for Plaintiffs Janie Marcaurel, Shelby Ingram, Mark Krenzer, Mary J. Fusilier, Clifford Harris, Nolan Brodie, Miguel Montelongo, Gerald Davis, Steven Dudley, Edward Couture, Rafael Moran, and Mary Chubbuck. Per the Settlement Agreement, these Service Awards shall be in addition to the other benefits provided by the Settlement to Settlement Class Members and shall be paid separately by WM and will not reduce Settlement benefits to Settlement Class Members.

20. Each and every Settlement Class Member, Releasing Party, and any Person actually or purportedly acting on behalf of any Settlement Class Member or Releasing Party, is hereby permanently barred and enjoined from commencing, instituting, continuing, pursuing, maintaining, prosecuting, or enforcing any Released Claims (including, without limitation, in any individual, class or putative class, representative, or other action or proceeding), directly or indirectly, in any judicial, administrative, arbitral, or other forum, against the Released Parties. This permanent bar and injunction is necessary to protect and effectuate the Settlement Agreement, this Final Judgment, and this Court's authority to effectuate the Settlement Agreement, and is ordered in aid of this Court's jurisdiction and to protect its judgments.

21. This document is a final, appealable order, and shall constitute a judgment for purposes of Rules 54 and 58 of the Federal Rules of Civil Procedure. By incorporating the Settlement Agreement's terms herein, the Court determines that this Final Judgment complies in all respect with Federal Rule of Civil Procedure 65(d)(1).

22. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Judgment, over (a) the implementation and enforcement of this Settlement; (b) enforcing and administering this Order and Judgment; (c) enforcing and administering the Settlement Agreement, including any releases executed in connection therewith; and (d) other matters related or ancillary to the foregoing.

23. There is no just reason for delay in the entry of this Order and Judgment and immediate entry by the Clerk of the Court is expressly directed.

IT IS ORDERED.

Dated: _____, 2023

Hon. Denise L. Cote
United States District Judge