UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC., et al., Defendants.	Case No.: 7:21-cv-02600-JDA

PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Pinnacle Waste Services, LLC, individually and as a representative of the proposed Settlement Class, respectfully moves for an order under Rule 23(e) of the Federal Rules of Civil Procedure that: (i) preliminarily approves the Settlement as fair, reasonable, and adequate; (ii) preliminarily certifies the Settlement Class for settlement purposes only under Rule 23; (iii) determines that the proposed Notice of Settlement satisfies Rule 23 and due process; (iv) approves the Notice Plan and direct dissemination of notice to the Settlement Class; (v) approves the procedures for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement; (vi) preliminarily appoints Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel for settlement purposes only; (vii) appoints Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator; and (viii) schedules a Final Approval Hearing to consider final approval of the Settlement, any timely objections, any application for attorneys' fees, costs, and expenses, and Plaintiff's request for a service award.

The proposed Settlement, which is the product of intensive arm's-length negotiations, would resolve the Released Claims (as defined in the Settlement Agreement) of the Plaintiff and the Settlement Class in accordance with the Release provisions of the Settlement Agreement. The Released Claims under the Settlement include, but are not limited to, the causes of action for breach of contract, unjust enrichment, and breach of the covenant of good faith and fair dealing alleged in the operative Complaint here. This Motion is based upon the Settlement Agreement and related settlement exhibits; the accompanying memorandum of law in support of this motion; all the prior pleadings in this case; and such additional evidence or argument as may be presented to or required by the Court.

A draft proposed Order preliminarily approving the Settlement is an Exhibit to the Parties' Settlement Agreement and is being emailed directly to Chambers in accordance with the Court's filing preferences for proposed Orders.

Date: June 8, 2026

Respectfully submitted,

s/ T. Ryan Langley

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MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

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TABLE OF AUTHORITIES

Plaintiff Pinnacle Waste Services, LLC, individually and as representative of the proposed Settlement Class defined below (hereinafter "Plaintiff"), submits this Memorandum of Law in Support of its Motion for Preliminary Approval of Class Action Settlement.[1]

INTRODUCTION

Plaintiff and Defendants Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star") (each a "Party" and, collectively, the "Parties") have reached a class settlement that will resolve the Released Claims of the Plaintiff and the Settlement Class in accordance with the Release provisions of the Settlement Agreement and provide a fair resolution to the Settlement Class after having litigated this breach-of-contract class action and three related class actions regarding waste collection services for nearly seven years. Under the proposed Settlement, Defendants will establish a $1.4 million Settlement Fund to pay approved claims for a nationwide settlement class of customers of Defendants and other subsidiaries and affiliates of Waste Connections, Inc. The proposed Settlement is the product of arm's-length negotiations by experienced counsel who are well-informed on a substantial record about the strengths and weaknesses of the case. The proposed Settlement is fair, reasonable, and adequate, and should be preliminarily approved under Fed. R. Civ. P. 23(e).

Pursuant to Rule 23(e), Plaintiff asks the Court to enter the Proposed Order Preliminarily Approving Settlement Class and Providing for Notice, attached here to the Declaration of Oscar Price ("Price Decl."), Ex. 1.E., which will: (i) preliminarily approve the Settlement as fair, reasonable, and adequate; (ii) preliminarily certify the Settlement Class for settlement purposes only under Rule 23; (iii) determine that the proposed Notice of Settlement satisfies Rule 23 and

[1] Capitalized terms used here, if not defined, have the same definitions as in the Settlement Agreement, which is attached as Exhibit 1 to Price Decl.

due process; (iv) approve the Notice Plan and direct dissemination of notice to the Settlement Class; (v) approve the procedures for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement; (vi) preliminarily appoint Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel for settlement purposes only; (vii) appoint Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator; and (viii) schedule a Final Approval Hearing to consider final approval of the Settlement, any timely objections, any application for attorneys' fees, costs, and expenses, and Plaintiff's request for a service award.

BACKGROUND

The proposed Settlement is the result of over four years of litigation in the instant action, along with several additional years litigating related cases. The instant action included: (1) the filing of a detailed complaint and two amended complaints; (2) Defendants' multiple motions to dismiss and multiple motions for summary judgment; (3) Defendants' motion to deny class certification; (4) extensive fact and expert discovery; (5) intensive investigation into potential claims and defenses; and (6) a mediation session with a highly experienced mediator that lasted 12 hours.

Summary of Claims

Plaintiff alleges that customers in the proposed Settlement Class contracted with Defendants and other subsidiaries and affiliates of Waste Connections, Inc. for waste disposal services through standard contract agreements. *See* Second Amended Class Action Complaint (ECF 82) ("2d Am. Compl.") ¶¶ 14, 17. Plaintiff alleges that these contracts included a base service rate as well as a provision that authorized Defendants and other subsidiaries and affiliates of Waste Connections, Inc. to increase rates during the term of the contract to reflect increases in inflation (measured by the Consumer Price Index) or pass-through increases in certain costs of

Defendants and other subsidiaries and affiliates of Waste Connections, Inc., such as fuel and materials. *Id.* ¶¶ 14, 18. Plaintiff also alleges that Defendants and other subsidiaries and affiliates of Waste Connections, Inc. imposed a "Fuel & Material Surcharge" that was not tied to any actual increase in fuel or material cost and was therefore an unlawful additional charge. *Id.* ¶¶ 15, 36. Plaintiff alleges Defendants and other subsidiaries and affiliates of Waste Connections, Inc. increased customers' rates and charged fees without proper contractual authorization. *Id.* ¶¶ 15-16. Plaintiff asserts claims for breach of contract, breach of the duty of good faith and fair dealing, and unjust enrichment on behalf of a putative class of customers. *Id.* § VI (Causes of Action). Defendants (and other subsidiaries and affiliates of Waste Connections, Inc.) deny every aspect of these claims.

Procedural History

Plaintiff filed its original complaint in the instant action asserting a nationwide putative class action against WCUS, WCSC, and WCNC on August 13, 2021.[2] ECF 1. On August 8, 2022, WCUS, WCSC, and WCNC filed motions to dismiss for failure to state a claim, which were mooted when Plaintiff filed its First Amended Complaint. ECF 32. WCUS, WCSC, and WCNC again moved to dismiss for failure to state a claim and for summary judgment on statute of limitations grounds. ECF 48. The Court ordered the Parties to begin limited discovery related to the statute of limitations issue and Plaintiff's accounts with Defendants on August 29, 2023. ECF 77. Plaintiff filed its Second Amended Complaint on September 8, 2023, adding Matthew Perry as a plaintiff and Lone Star as a defendant. ECF 82. In response, Defendants filed another motion to dismiss for failure to state a claim and for lack of jurisdiction. ECF 85. Following the limited discovery phase, Defendants moved for summary judgment on the grounds that Plaintiff

[2] This procedural history omits the related cases that preceded and partially overlapped with the instant case.

had no damages, and separately moved to deny class certification. ECF 109, 119. The Court denied Defendants' motion for summary judgment without prejudice and denied Defendants' motion to dismiss, in part. ECF 139, 140. Shortly thereafter, the Parties entered into full discovery as described more fully below. On January 7, 2025, the Parties jointly stipulated to partial dismissal limiting the nationwide class to three states: South Carolina, Oklahoma, and Texas. ECF 206. On January 27, 2025, the Court denied Defendants' pending motions to deny class certification and to dismiss. ECF 211, 212.

Following the December 2025 mediation where the Parties reached an agreement in principle, the Parties jointly moved to stay on December 23, 2025, which was granted by the Court. ECF 237, 238. On February 20, 2026, the Court granted the Parties' joint motion to vacate the parties' stipulated dismissal of Plaintiffs' nationwide class claims. ECF 245. Plaintiff now moves for preliminary approval of the proposed Settlement.

Discovery

The Parties engaged in continuous, extensive fact and expert discovery for nearly two years as described in more detail below.

On May 23, 2024, Plaintiff served Defendants with requests for production, and on June 24, 2024, Defendants served objections and responses to these requests supplementing those responses on August 7, 2024 following numerous conferences with Plaintiff to discuss the scope of these requests. The Parties ultimately settled on producing documents from WCUS and Waste Connections affiliates doing business in five sample states selected by Plaintiff, which was later further limited to documents from WCUS and Waste Connections affiliates doing business in three states following the joint stipulation entered on January 7, 2025. The major categories of discovery included customer data, contracts, invoices, emails, and budget documents, but there were other categories of significant document review and production. The

Parties agreed that Defendants would produce customer data for the sample states and extensively negotiated the types of customer data to be produced before Defendants began the time intensive task of retrieving the data. The Parties also agreed that Defendants would produce contracts and invoices for 100 random customers in each of the sample states. The Parties also engaged in extensive negotiations to determine the parameters of the email retrieval and production, including the custodians, time period, and key word searches. Defendants ultimately reviewed tens of thousands of emails, which included a significant number of spreadsheets with several tabs and thousands of rows that also needed to be reviewed. Ultimately, Defendants produced several hundred gigabytes of customer data and over 14,000 documents consisting of nearly 50,000 pages through 11 sets of productions.

On June 25, 2024, Plaintiff also served its First Set of Interrogatories. On July 3, 2024, Defendants provide initial responses to these interrogatories in a shorter period than required by Rule 33(b)(2) – eight days – in a good-faith effort to meet and confer with Plaintiff regarding the identification of email custodians. On August 7, 2024, Defendants served an amended response to one of those interrogatories.

Defendants served their first interrogatories and requests for production on October 3, 2023 during the limited discovery period. On November 2, 2023, Plaintiff responded to both sets of discovery requests and served supplemental responses to the interrogatories on November 22, 2023. Then, on March 27, 2025, once the parties entered into full discovery, Defendants served another set of interrogatories and requests for production, and on May 6, 2025, Plaintiff responses to those discovery requests supplementing its responses to the interrogatories on June 26, 2025. In response, Plaintiff produced nearly 10 banker boxes worth of documents by inspection around July 2025, which Defendants reviewed for relevance, evaluated, and deposed

Plaintiff about. On October 2, 2025, Defendants also served requests for admissions, and on November 3, 2025, Plaintiff responded to these requests.

The Parties also deposed multiple fact witnesses. Plaintiff took three 30(b)(6) depositions – deposing Dan Pio, Senior Vice President of Operations, on May 2, 2024 lasting approximately seven hours on the record, Doug Mooneyham, Executive Director of Software Development, on October 22, 2024 lasting approximately 2.5 hours on the record, and Keith Gordon, Vice President of Information Systems, on November 20, 2025 lasting approximately 2 hours on the record.

During the limited discovery period, Defendants took the 30(b)(6) deposition of Plaintiff's corporate representative, Jim Southerlin, which lasted approximately 2 hours on the record. When the Parties entered full discovery, Defendants took the 30(b)(6) deposition of Plaintiff's corporate representative, Jim Southerlin, once again and in his personal capacity as well on July 14, 2025 lasting approximately 7 hours on the record.

The Parties also each retained experts and began the process of building out their expert reports, including hours of meeting with the expert teams as well as considerable time from the experts, who reviewed the information necessary to develop the reports and drafted reports as they approached the deadline in early 2026. Plaintiff's expert analyzed hundreds of gigabytes of customer data from dozens of data fields, which fields had to be hand-selected by counsel (in consultation with Plaintiff's expert) after multiple depositions and productions related to these fields. Defendants retained five experts including an expert on the waste industry, a database expert, an expert on corporate interactions, and two accountants.

Settlement Negotiations

The Parties attended an approximately 12-hour mediation session with Jeff Trueman, Esq. Declaration of Jeff Trueman, Esq. ("Trueman Decl."), ¶ 11. Mr. Trueman has extensive training in mediation and has been mediating for over 20 years. *Id.* ¶¶ 2-8. During this time, he has been involved in over 2,000 mediations, settlement conferences, and arbitrations and has received multiple awards for his work in conflict resolution. *Id.* His mediation practice has covered a wide range of issues including contract disputes. *Id.* ¶ 3.

The mediation session occurred on December 9, 2025 in Washington, D.C. *Id.* ¶ 11. The Parties undertook the mediation in good faith and were represented by competent and experienced counsel. The mediation began at 9 a.m. and ended at 9:25 p.m. and included approximately 14 rounds of offers and counteroffers. *Id.* While the Parties maintained – and continue to maintain – their positions with Plaintiff asserting its claims are meritorious and suitable for class certification and Defendants denying said allegations, the Parties were able to reach an agreement in principle after a full day of mediation.

The Parties executed the Settlement Agreement on June 5, 2026.

OVERVIEW OF THE SETTLEMENT AGREEMENT

Settlement Class

The Parties' Settlement Agreement defines the "Settlement Class" as:

> All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.
>
> Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a

> Waste Connections Entity in a Rate Regulated Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on **Exhibit F** and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on **Exhibit F**; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

Price Decl., Exhibit 1, Settlement Agreement § II ¶ 1(mm).

Settlement Terms

Defendants will pay $1.4 million into the Settlement Fund for the benefit of the Settlement Class. *Id*. § II ¶ 1(ll). The Settlement Fund will be used to pay Claims of the Settlement Class, any Court-ordered award of attorneys' fees, costs, and expenses to Class Counsel and a service award to Plaintiff, the cost of administration of notice and the settlement itself, all taxes, and any other fees, costs, and expenses approved by the Court. *Id*. §§ II ¶ 1(u), III ¶ 3.

To receive payment, persons or entities in the Settlement Class must submit a Claim in accordance with the procedures set out in the Settlement Agreement. *Id*. § V. The Settlement Administrator will process and review Claims. *Id*. The Settlement Fund will be distributed in equal shares per approved valid Claim via check. *Id*. § IV ¶ 7.

Released Claims

Upon the Effective Date of the Settlement, Plaintiff and Settlement Class Members will release their claims against Defendants and the other Released Parties as set forth in the Settlement Agreement. The Agreement does not release (i) claims for personal injury, wrongful death, or property damage (including via subrogation); (ii) any claim to enforce the Settlement

Agreement; and (iii) claims based solely on conduct occurring after the Effective Date. *Id*. § II ¶ 1(dd).

Attorneys' Fees, Costs, and Expenses, and Plaintiff's Service Award

Class Counsel intends to apply for an award of attorneys' fees in an amount not to exceed one-third of the Settlement Fund, or $466,666, as well as reimbursement of costs and expenses in an amount not to exceed $75,000. *Id*. § IX ¶ 32. Any amounts awarded by the Court for attorneys' fees, costs, and expenses shall be paid solely from the Settlement Fund. *Id.* The proposed Settlement is not contingent on the Court approving Class Counsel's requested fees, costs, and expenses, whether in the requested amounts or in any amount whatsoever, and the Court's ruling on those requests does not affect the validity of the proposed Settlement. *Id.*

Plaintiff will ask the Court to approve a service award of $35,000 in recognition of its time, costs, and efforts in prosecuting the Action, including gathering documents and materials, sitting for depositions, and performing other representative duties. *Id*. § IX ¶ 33. Any such service award shall be paid solely from the Settlement Fund. *Id.* The proposed Settlement is not contingent on the Court awarding Plaintiff a service award in that amount, or in any amount. *Id.*

LEGAL STANDARD

When considering whether to approve a class action settlement, courts follow a three-step procedure in accordance with Rule 23. *See* Manual for Complex Litigation (Fourth) §§ 21.632-21.634 (2019); *see also In re MI Windows & Doors, Inc., Prods. Liab. Litig.*, 860 F.3d 218, 220-22 (4th Cir. 2017) (describing that the district court "preliminarily approved" the settlement, directed notice to class members, and later "conducted the fairness hearing and entered a final judgment."). First, the preliminary certification hearing and preliminary fairness evaluation can usually be combined where both class certification and settlement approval are being presented for the court. The judge should make a preliminary determination that the proposed class satisfies the criteria set out in Rule 23(a) and at least one of the subsections of Rule 23(b) and preliminarily approve the proposed settlement. *See* Manual for Complex Litigation §§ 21.22, 21.632. Second, notice of the settlement is sent to class members. *Id.* § 21.633. Third, the court holds a hearing where class members may be heard concerning the settlement, including a plaintiff's request for a service award and class counsel's request for attorneys' fees, costs, and expenses, during which evidence and argument concerning the settlement's fairness, adequacy, and reasonableness is presented. *Id.* § 21.634. This procedure ensures the due process rights of class members are protected and allows the court to fulfill its role as the guardian of class interests. *See Goldenberg v. Marriott PLP Corp.*, 33 F. Supp. 2d 434 (D. Md. 1998) (noting the court's "special responsibility" to protect the rights of class members) (citing *Shelton v. Pargo, Inc.*, 582 F.2d 1298, 1306 (4th Cir. 1978)). The question at the preliminary approval stage is whether the court is likely to conclude, after notice and a Final Approval Hearing, that the proposed settlement is fair, reasonable, and adequate under Rule 23(e)(2) and certify the class for purposes of judgment. Fed. R. Civ. P. 23(e)(1)(B); *see also Goodlaxson v. Mayor & City Council of Baltimore*, 776 F. Supp. 3d 311, 319 (D. Md. 2025) (quoting *CASA de Md., Inc. v. Arbor Realty Tr., Inc.*, 2023 WL 6125531, at *4 (D. Md. Sept. 19, 2023)) (holding that the standard for analyzing a settlement at the preliminary approval stage is whether it is "within the range of possible approval"); *Black v. USAA Gen. Indem. Co.*, 2025 WL 3637395, at *7 (D. Md. Dec. 16, 2025) (quoting *In re Mid-Atl. Toyota Antitrust Litig.*, 564 F. Supp. 1379, 1384 (D. Md. 1983)) (explaining that at the preliminary approval stage, there need only be a " 'basic showing' that the proposed settlement 'is sufficiently within the range of reasonableness so that notice should be given' ").

ARGUMENT

I. The Court should preliminarily certify the proposed Settlement Class because it satisfies the elements of Rule 23(a) and Rule 23(b)(3).

The Settlement Class should be preliminarily certified – for settlement purposes only – because the requirements of Rule 23(a) and Rule 23(b)(3) are satisfied. *Int'l Bhd. of Elec. Workers Loc. 98 Pension Fund v. Deloitte & Touche LLP*, 348 F.R.D. 35, 48 (D.S.C. 2024) (quoting *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 351 (2011)) (noting that "[a] class action can be certified only if . . . a court is satisfied that the prerequisites of Rule 23(a) have been met and that the action falls within one of the categories under Rule 23(b)")).

Plaintiff must satisfy the requirements of Rule 23(a): (1) the class must be so numerous that joinder of all members is impracticable ("numerosity"); (2) a question of law or fact common to the class must exist ("commonality"); (3) the claims or defenses of the representative parties must be typical of the claims or defenses of the class ("typicality"); and (4) the representative parties must fairly and adequately protect the interests of the class ("adequacy of representation"). Additionally, one of the three categories found in Rule 23(b) must be satisfied. Fed. R. Civ. P. 23(b). Here, the proposed Settlement Class should be certified under Rule 23(b)(3), which requires that common issues of law or fact predominate and that a class action is superior to other methods of adjudicating the action. Fed. R. Civ. P. 23(b)(3); *see also Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997) (explaining that management of a class action is not an issue with a settlement class).

A. The proposed Settlement Class satisfies Rule 23(a).

1. The proposed Settlement Class is sufficiently numerous.

To satisfy the numerosity requirement a proposed class must be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Numerosity is satisfied as the

Settlement Class includes hundreds of thousands of individuals, far more than other courts in this circuit have found to be sufficiently numerous. *See Cent. Wesleyan Coll. v. W.R. Grace & Co.*, 6 F.3d 177, 183 (4th Cir. 1993) (numerosity met for a proposed class of nearly 500 individuals); *Moodie v. Kiawah Island Inn Co., LLC*, 309 F.R.D. 370, 376 (D.S.C. 2015) (numerosity met for a proposed class of over 200 individuals).

2. Questions of law and fact are common to the proposed Settlement Class.

Rule 23(a)(2) states that class certification is appropriate only when the case presents "questions of law or fact common to the class." "Although the rule speaks in terms of common questions, 'what matters to class certification . . . [is] the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation.'" *EQT Prod. Co. v. Adair*, 764 F.3d 347, 360 (4th Cir. 2014) (quoting *Wal-Mart Stores, Inc.*, 564 U.S. at 338) (emphasis in original). "A single common question will suffice, but it must be of such a nature that its determination will resolve an issue that is central to the validity of each one of the claims in one stroke." *Adair*, 764 F.3d at 360 (internal citations and quotations omitted). Here, Plaintiff asserts that its claims and those of other customers against Defendants depend on a common core of facts and common legal theories of Defendants' potential liability. Plaintiff asserts that class members entered into agreements with essentially the same contractual rate adjustment and fee provisions and paid the same allegedly excessive rate increases and fees, and the question whether Defendants' practices breached those provisions is common to the class. Therefore, the Settlement Class also meets the commonality requirement of Rule 23.

3. Plaintiff's claims are typical of the proposed Settlement Class.

Plaintiff's claims are typical of the claims of the Settlement Class as required by Fed. R. Civ. P. 23(a)(3). "The typicality requirement is met if a plaintiff's claim arises from the same event or course of conduct that gives rise to the claims of other class members and is based on the same legal theory." *Parker v. Asbestos Processing, LLC*, 2015 WL 127930, at *7 (D.S.C. Jan. 8, 2015). Plaintiff's alleged claims arise out of the same alleged course of conduct and are based on the same alleged legal theories as those of the Settlement Class, and Plaintiff has allegedly suffered similar alleged damages as the Settlement Class. Therefore, the typicality requirement is also satisfied.

4. Representation of the proposed Settlement Class is adequate.

Rule 23(a)(4) states the Court must find that "the representative parties will fairly and adequately protect the interests of the class." This requirement is a two-pronged inquiry, requiring evaluation of: "(1) whether class counsel are qualified, experienced, and generally able to conduct the proposed litigation; and (2) whether Plaintiffs' claims are sufficiently interrelated with and not antagonistic to the class claims as to ensure fair and adequate representation." *Lott v. Westinghouse Savannah River Co.*, 200 F.R.D. 539, 561 (D.S.C. 2000). Class counsel has considerable experience in class action litigation, including numerous successful class resolutions against defendants in the waste collection industry, and there is no reason for the Court to find that counsel is not adequate. *See* "Price Decl.", Ex. 1. Plaintiff and Class Counsel represent that there are no conflicts of interest between Plaintiff or Class Counsel and the Settlement Class, and Plaintiff alleges the same or similar harms as to the absent persons or entities in the Settlement Class. Furthermore, Plaintiff and Class Counsel have prosecuted this litigation diligently and thoroughly, which has demonstrated that they are adequate and that no conflict exists. Therefore, adequacy of representation is also met.

5. Persons or entities in the proposed Settlement Class are ascertainable.

The Settlement Class is ascertainable because its members can be identified through objective criteria and Defendants' records. The Fourth Circuit has recognized that Rule 23 contains an implicit threshold requirement that members of a proposed class be "readily identifiable." *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643, 654-55 (4th Cir. 2019) (holding that ascertainability was established through phone-record data capable of identifying class members on a large-scale basis) (citing *Hammond v. Powell*, 462 F.2d 1053, 1055 (4th Cir. 1972) (noting that class members must be "readily identifiable" at the time of judgment)). The Fourth Circuit has also explained that a class is not ascertainable where identifying its members would require robust fact-finding for each individual. *Krakauer*, 925 F.3d at 658. Here, the Settlement Agreement defines the Settlement Class using objective criteria, and the persons or entities in the Settlement Class can be readily identified and contacted through the records of Defendants, including Defendants' customer data, thus making the persons or entities in the Settlement Class ascertainable. Price Decl., Ex. 1, Settlement Agreement § VI ¶ 21(b).

B. Rule 23(b)(3) requirements are satisfied.

Rule 23(b)(3) is met for the proposed Settlement Class as common questions of law and fact predominate and resolution under the class action is superior to individual treatment. Fed. R. Civ. P. 23(b)(3).

1. Common issues predominate.

"The predominance requirement is similar to but 'more stringent' than the commonality requirement of Rule 23(a)." *Thorn v. Jefferson–Pilot Life Ins. Co.*, 445 F.3d 311, 319 (4th Cir. 2006). The predominance requirement of Rule 23(b)(3) tests whether the proposed class is "sufficiently cohesive to warrant adjudication by representation." *Krakauer v. Dish Network L.L.C.*, 311 F.R.D. 384, 394 (M.D.N.C. 2015), *aff'd*, 925 F.3d 643 (4th Cir. 2019) (holding that predominance was satisfied when "questions of law or fact common to members of the class predominate over any questions affecting only individual members"). The inquiry is one of quality, not quantity, and Plaintiff must show that the common conduct of Defendants and other subsidiaries and affiliates of Waste Connections, Inc. bears on the central issue in the Action. *Id.* That standard is satisfied here.

A single important issue "central to the validity of each one of the claims in a class action, if it can be resolved in one stroke, can justify class treatment." *Butler v. Sears, Roebuck & Co.*, 727 F.3d 796, 801 (7th Cir. 2013) (quoting *Dukes*, 131 S. Ct. at 2551) (marks omitted). "The entire notion of predominance implies that the plaintiffs' claims need not be identical, and, as the Supreme Court has noted, a class can meet this requirement even though other important matters will have to be tried separately." *Krakauer v. Dish Network, L.L.C.*, 925 F.3d 643, 658 (4th Cir. 2019) (citation omitted).

Liability is "a focal point for consideration of predominance" and thus where "basic liability can be established readily by common issues" then certification is appropriate. *Gardner v. Country Club, Inc.*, No; 4:13-CV-03399-BHH, 2017 WL 11613887, at *6 (D.S.C. Jan. 26, 2017) (citing *Gunnells v. Healthplan Servs., Inc.*, 348 F.3d 417, 428 (4th Cir. 2003)). Where class members "were exposed to the same risk of harm," by being subject to a common practice or policy for example, predominance is generally met. *Stillmock v. Weis Markets, Inc.*, 385 F. App'x 267, 273 (4th Cir. 2010). The need for "individualized proof of damages" alone will not defeat class certification. *Gunnells*, 348 F.3d at 429; *Thomas v. Louisiana-Pac. Corp.*, 246 F.R.D. 505, 516–17 (D.S.C. 2007). Predominance "is normally satisfied where there is an essential common factual link, such as standardized documents and practices." *Talbott v. GC Servs. Ltd. P'ship*, 191 F.R.D. 99, 106 (W.D. Va. 2000) (citation omitted).

Plaintiff alleges that the questions at the heart of this case turns on common, rather than individual evidence. An individual question exists where "members of a proposed class will need to present evidence that varies from member to member," while a common question exists where "the same evidence will suffice for each member to make a prima facie showing [or] the issue is susceptible to generalized, class-wide proof." *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016) (holding that predominance was satisfied where representative proof could be used to answer a central liability question common to the class). Plaintiff claims that the central questions here are common because Defendants and other subsidiaries and affiliates of Waste Connections, Inc. imposed rate increases and fuel surcharge fees on customers that were not contractually allowed and that this affects persons or entities in the Settlement Class in the same exact manner. Plaintiff also asserts that common evidence, namely, contracts and customer data, will establish whether Defendants and other subsidiaries and affiliates of Waste Connections, Inc. are liable to Plaintiff and the persons or entities in the Settlement Class. Plaintiff asserts that every class member entered into effectively identical rate adjustments and fee provisions and predominance is routinely found in such circumstances. *See, e.g.*, *In re TD Bank, N.A. Debit Card Overdraft Fee Litig*., 325 F.R.D. 136, 157 (D.S.C. 2018) ("materially uniform contract" provision supported certification); *Millwood v. State Farm Life Ins. Co*., No. 7:19-CV-01445-DCC, 2022 WL 4396199, at *3 (D.S.C. Sept. 23, 2022) (certifying class where claims involved "the interpretation of…a standard form contract"); *In re Marriott Int'l, Inc., Customer Data Sec. Breach Litig*., 341 F.R.D. 128, 157 (D. Md. 2022) (predominance found where form contract at issue).

Any individual issues that remain do not overwhelm the common ones. Because common questions predominate over any questions affecting only individual class members, the first prong of Rule 23(b)(3) is satisfied here.

2. A class action is superior.

The proposed Settlement Class satisfies the Rule 23(b)(3) requirement that "a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." For the superiority requirement, courts consider:

> (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action.

Fed. R. Civ. P. 23(b)(3). The fourth factor does not apply to certification of a settlement class. *Amchem Prods.*, 521 U.S. at 620 ("Confronted with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems."). A class action is superior to other available methods with respect to the other three factors.

The first factor favors class certification because no person or entity in the Settlement Class has means to litigate an individual action against Defendants and other subsidiaries and affiliates of Waste Connections, Inc., and "the individual damages are small compared to the financial burden of litigation." *Barb v. Heath Consultants, Inc.*, 2024 WL 3292835, at *8 (W.D. Va. July 3, 2024); *Mitchell-Tracey v. United Gen. Title Ins. Co.*, 237 F.R.D. 551, 560 (D. Md. 2006) ("With respect to factor (A), the virtual certainty that individual plaintiffs would lack the resources to pursue their individual claims indicates that the interests of putative class members is served by certification."). The second factor favors class certification because there is no similar litigation to this Action that concerns the persons or entities in the Settlement Class. The third factor is neutral here as this is a nationwide settlement class, so there is no particular desirability or undesirability to litigate the claims in the United States District Court for the District of South Carolina over any other forum. Given that the factors either favor class certification or are neutral, the superiority requirement – the second prong of Rule 23(b)(3) – is satisfied.

II. The proposed Settlement warrants preliminary approval because it is fair, reasonable, and adequate.

Courts nationwide and in the Fourth Circuit strongly encourage settlement and have found it to be "particularly appropriate" in class actions. *S.C. Nat'l Bank v. Stone*, 749 F. Supp. 1419, 1423 (D.S.C. 1990); *see also Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010) (stating that there is "strong judicial policy in favor of class action settlement"); *Ciarciello v. Bioventus Inc.*, 760 F. Supp. 3d 377, 395 (M.D.N.C. 2024) (explaining that there is strong policy in favor of class action settlement). Settlement conserves judicial resources and permits the parties to avoid the expense, risk, and delay of continued litigation. *See, e.g.*, *Reed v. Big Water Resort, LLC*, 2016 WL 7438449, at *5 (D.S.C. May 26, 2016) (highlighting that settlement in class actions "minimizes the litigation expenses of both parties and also reduces the strains such litigation imposes upon already scarce judicial resources"); *S.C. Nat'l Bank*, 749 F. Supp. at 1423 (holding that "in the class action context in particular, 'there is an overriding public interest in favor of settlement'" considering the expense of litigation and imposition on the judicial system).

Rule 23(e)(2) lists factors for the Court to consider when determining whether settlement merits final approval:

> (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 Fourth Circuit's *Jiffy Lube* factors overlap with the factors of Rule 23(e)(2). *See In re Jiffy Lube Secs. Litig.*, 927 F.2d 155, 158-59 (4th Cir. 1991) (establishing the fairness factors within the Fourth Circuit). *Jiffy Lube* requires district courts to conduct a two-level analysis which includes "consideration of the fairness of settlement negotiations and the adequacy of the consideration to the class." *Gaston v. LexisNexis Risk Sols. Inc.*, 2021 WL 244807, at *5 (W.D.N.C. Jan. 25, 2021) (quoting *In re Jiffy Lube Secs. Litig.*, 927 F.2d at 158-59 (establishing the fairness factors within the Fourth Circuit)). The Fourth Circuit continues to apply the *Jiffy Lube* factors when evaluating whether a class-action settlement is fair, reasonable, and adequate under Rule 23(e)(2), while recognizing that those factors "almost completely overlap" with the amended Rule 23(e)(2) factors. *In re Lumber Liquidators Chinese-Manufactured Flooring Prods. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 952 F.3d 471, 484 n. 8 (4th Cir. 2020).

As set forth below, Plaintiff respectfully submits that the proposed Settlement merits preliminary approval as it is fair, reasonable, and adequate since it satisfies each of the factors under Rule 23(e)(2) and the Fourth Circuit's *Jiffy Lube* factors, warranting notice of the proposed Settlement to the persons or entities in the Settlement Class and scheduling of a Final Approval Hearing.

A. The proposed Settlement was negotiated at arm's length.

Rule 23(e)(2)(B) states that the proposal must be negotiated at arm's length. The Fourth Circuit has directed courts to assess the following factors in evaluating the "fairness" of a settlement, and whether the settlement was reached as a result of good-faith bargaining at arm's length:

a. The posture of the case at the time settlement was proposed;

b. The extent of discovery that had been conducted;

c. The circumstances surrounding the negotiations; and

d. The experience of counsel in the area of class action litigation.

In re Jiffy Lube Secs. Litig., 927 F.2d at 159. A settlement is presumed to be fair when it "is achieved through arms-length negotiations." *Reed*, 2016 WL 7438449, at *6.

Here, looking at the first and second *Jiffy Lube* factors, the Parties did not reach an agreement before the issues had been tested through litigation. The Parties engaged in extensive motion practice including motions to dismiss, motions for summary judgment, and Defendants' motion to deny class certification. The Parties also engaged in more than a year and a half of discovery and were near the end of discovery, having reviewed and analyzed hundreds of customer contracts, reviewed customer data for thousands of customers, and worked with their experts when they entered into settlement. ECF 233. Therefore, the first and second *Jiffy Lube* factors favor settlement.

The third *Jiffy Lube* factor favors settlement as well. After more than four years of contested proceedings, the Parties participated in full-day, 12-hour mediation before Jeff Trueman, Esq., an experienced mediator, to discuss settlement. *Temp. Servs., Inc. v. Am. Int'l Grp., Inc.*, 2012 WL 4061537, at *12 (D.S.C. Sept. 14, 2012) (noting that involvement of a mediator supports the "fairness [of] agreements that are ultimately reached."). The negotiations were vigorous, and the Parties drew on their extensive experience and knowledge of the merits throughout the negotiations.

During that negotiation, both Parties were represented by experienced counsel, thus the fourth *Jiffy Lube* factor also favors settlement. Class Counsel have extensive experience negotiating major class actions and class action settlements and believe that this proposed Settlement is fair, reasonable, and adequate as the monetary benefits to the persons or entities in the Settlement Class outweigh the risks, costs, and delay of continued litigation.

These circumstances support the conclusion that the Settlement Agreement was the product of informed, arm's-length negotiation guided by an experienced neutral party. *See* Fed. R. Civ. P. 23(e)(2)(B); *1988 Tr. for Allen Child. Dated 8/8/88 v. Banner Life Ins. Co.*, 28 F.4th 513, 525-26 (4th Cir. 2022) (affirming approval where the settlement occurred after extensive motion practice, discovery, multiple settlement negotiations, and involved experienced class counsel); *McDaniel v. Century Aluminum Co.*, 2025 WL 1261081, at *4 (D.S.C. Apr. 30, 2025) (finding that the settlement reached was the result of a fair process where "the Parties engaged in extensive discovery, identified expert witnesses[,] . . . participated in a multi-day mediation prior to reaching a settlement[,] . . . [c]ounsel for both Parties are experienced litigators, and there is no evidence that the settlement was anything other than the product of arms-length negotiation").

B. The relief provided by the proposed Settlement is adequate in light of the costs, risks, and delay of continued litigation.

Rule 23(e)(2)(C)(i) takes into account "the costs, risks, and delay of trial and appeal" when measuring the adequacy of the proposed Settlement. Certifying a Rule 23 settlement class and approving a settlement does not require the Court to forecast the best possible trial result or to decide who would ultimately prevail on the merits. Instead, the question is whether the value obtained through settlement is reasonable when compared with the burden, risk, and delay of taking the case through the remaining phases of litigation. *Flinn v. FMC Corp.*, 528 F.2d 1169, 1173-74 (4th Cir. 1975) (stating that a settlement that only amounts to a fraction of possible recovery would not "per se render the settlement inadequate or unfair."). The Fourth Circuit directs courts to assess the following factors, which overlap with Rule 23(e)(2)(C), with respect to adequacy:

a. The relative strength of the plaintiffs' case on the merits;

b. The existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial;

c. The anticipated duration and expense of additional litigation;

d. The solvency of the defendants and the likelihood of recovery on a litigated judgment; and

e. The degree of opposition to the settlement.

In re Jiffy Lube Secs. Litig., 927 F.2d at 159. These factors weigh heavily in favor of finding the proposed Settlement adequate.

Here, *Jiffy Lube* factors one through three favor settlement as the strengths of Plaintiff's claims and Defendants' defenses have been vigorously disputed since the beginning of this litigation. Defendants raised defenses to class certification, including most notably that variations that existed in the contracts of customers were allegedly material, and that the negotiations of those contracts, the pricing, the billing, and in the costs to service varied depending on the customer. Defendants also raised defenses to the merits, including the voluntary payment doctrine, consent, and lawful conduct. While Plaintiff believes its case has merit, it understands the risks of its case and protracted litigation. The Settlement Class would have a long, expensive, and perilous road ahead through the navigation of merits and expert discovery, class certification briefing, summary judgment briefing, trial and post-trial motions, and likely appellate review in a complex case. Each of those steps would lengthen the case and consume substantial resources with no assurance of a better result for the class. *See* Fed. R. Civ. P. 23(e)(2)(C)(i); *Flinn*, 528 F.2d at 1173 (stating that consideration of the "complexity, expense, and likely duration of . . . litigation" are factors to consider if a settlement is sufficient).

In fact, the class could end up with no relief as the Court may accept Defendants arguments at class certification, summary judgment, or trial. While the Settlement Class may end up with no relief if litigation continues, the proposed Settlement provides Settlement Class Members with substantial and immediate monetary benefits. The Settlement Agreement establishes a $1.4 million Settlement Fund to resolve the Released Claims of the Plaintiff and the Settlement Class in accordance with the Release provisions of the Settlement Agreement. Price Decl., Ex. 1, Settlement Agreement § II ¶ 1(ll). Participating Class Members who submit valid and timely Claims will receive equal shares of the Net Settlement Fund on a per-approved-Claim basis, so the proposed Settlement offers Settlement Class Members a concrete monetary recovery *now*, rather than requiring them to wait through the stages of contested litigation. Courts routinely approve settlements where prompt monetary compensation to Class Members avoids the expense, uncertainty, and delay of continued litigation. *Cf. Brunson v. La.-Pac. Corp.*, 818 F. Supp. 2d 922, 926-27 (D.S.C. 2011) (weighing the uncertainty and expense of litigation with "significant legal and factual hurdles" versus settlement, which provides "prompt and substantial relief.").

The fourth *Jiffy Lube* factor does not weigh in favor or against approving the settlement as there is no evidence to illustrate any potential risk that Defendants would become insolvent. *Berry v. Wells Fargo & Co.*, 2020 WL 9311859, at *6 (D.S.C. July 29, 2020) (finding the fourth factor neutral and not giving much weight to its analysis since there is no indication that "Defendants likely could not satisfy a litigated judgment, thus making settlement the only means for claimants to recover at all") (internal quotations and citations omitted). Regarding the remaining *Jiffy Lube* factor, due to the preliminary nature of this motion, Plaintiff is unaware of any opposition to the proposed Settlement. The degree of opposition will be addressed at the final approval stage after the Settlement Class has been given notice of and an opportunity to object to the proposed Settlement.

The benefits of the proposed Settlement, particularly viewed in light of the risks, costs, and delay of further proceedings, weigh heavily in favor of preliminary approval.

C. The Remaining Rule 23(e)(2) factors are also met.

1. Plaintiff and Class Counsel have adequately represented the proposed Settlement Class.

The record demonstrates that Plaintiff and Class Counsel have adequately protected the interests of the Settlement Class pursuant to Rule 23(e)(2)(A). Over the course of more than four years, Plaintiff and Class Counsel investigated the claims, engaged in extensive discovery, identified and worked with experts, and engaged in motion practice and were preparing to file a motion for class certification. By the time settlement discussions occurred, Plaintiff and Class Counsel had assembled a substantial factual and legal record and could evaluate the strength of their claims. That is the type of solid record and extent of fact-finding Rule 23 contemplates at the preliminary approval stage. *See* Fed. R. Civ. P. 23(e)(2)(A); *Flinn*, 528 F.2d at 1169 (holding that because all discovery was completed, the parties had an ample record to reach a settlement); *Deem v. Ames True Temper, Inc.*, 2013 WL 2285972, at *2 (S.D.W.Va. May 23, 2013) (holding that level of discovery to settle was ample because negotiations ended on the eve of trial).

2. The proposed Settlement provides an effective method of distributing relief.

Rule 23 also directs the Court to consider "the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims." Fed. R. Civ. P. 23(e)(2)(C)(ii). Under the Settlement Agreement, persons or entities in the Settlement Class will receive Notice of Settlement by mail. *See* Declaration of Cameron R. Azari, Esq. ("Azari Decl."), ¶¶ 19-23. Persons or entities in the Settlement Class may submit claims either electronically through the Settlement Website or by mail, and the Settlement Administrator will review claims under procedures set out in the Settlement Agreement. Price Decl., Ex. 1, Settlement Agreement § V ¶¶ 11-12. If a claim is deficient, the Claimant will receive a Notice of Deficiency and have thirty days to cure. *Id*. § V ¶ 13. If a claim is denied, the Claimant will receive a Notice of Denial of Claim, and the Settlement Agreement establishes a review and reconsideration process. *Id*. § V ¶¶ 14-15. Following Notice of Settlement and the filing of Claims, the distribution of the Settlement Fund is straightforward. Approved Claimants will be paid by check from the Net Settlement Fund, and uncashed checks will become void after 90 days. *Id*. § IV ¶ 7. None of the Settlement Fund will revert to Defendants. *Id*. § IV ¶ 8.

The proposed method of distribution is both effective and administratively feasible.

3. The terms of the proposed request for attorneys' fees, costs, and expenses are reasonable.

Rule 23(e)(2)(C)(iii) directs the Court to consider "the terms of any proposed award of attorney's fees, including timing of payment." Fed. R. Civ. P. 23(e)(2)(C)(iii). The Settlement Agreement provides that Class Counsel will seek an award of attorneys' fees not to exceed one-third of the Settlement Fund, or $466,666, plus reimbursement of costs and expenses not to exceed $75,000, all payable solely from the Settlement Fund and subject to Court approval. Price Decl., Ex. 1, Settlement Agreement § IX ¶ 32. The request for an award of attorneys' fees not to exceed one-third of the Settlement Fund is reasonable. *See, e.g.*, *In re Zetia (Ezetimibe) Antitrust Litig.*, 699 F. Supp. 3d 448, 462 (E.D. Va. 2023) (holding that "[d]istrict courts in the Fourth Circuit have frequently found that a percentage award of one-third of the Settlement Fund is within the range of reasonable percentage recovery").

These provisions do not undermine the fairness of the proposed Settlement. The Settlement Agreement expressly provides that any application for fees, costs, and expenses is not part of the proposed Settlement itself and will be considered separately by the Court and that the proposed Settlement is not conditioned on the Court approving the requested amounts or any amount at all. Price Decl., Ex. 1, Settlement Agreement § IX ¶ 32. The Agreement further provides that fee negotiations occurred only after the Parties had reached agreement on the material terms of relief for the Settlement Class. *Id.* § IX ¶ 34. These provisions support a finding that the Settlement relief was negotiated independently from the fee request.

Moreover, the timing of the anticipated application is also appropriate. Class Counsel's motion for fees, costs, and expenses and the service award must be filed and posted on the Settlement Website before the Objection and Opt-Out Deadline (*i.e.*, prior to the Final Approval Hearing), giving persons or entities in the Settlement Class a fair opportunity to review the request before deciding whether to object. *Id.* § IX ¶ 31. This also allows the Settlement Class and the Court an opportunity to analyze the reasonableness of the request for attorneys' fees, costs, and expenses more completely at the Final Approval Hearing. Providing persons or entities in the Settlement Class with sufficient time to review and object to the proposed Settlement as well as the attorneys' fees, costs, and expenses is consistent with Rule 23(h)(1). *See* Fed. R. Civ. P. 23(h)(1) (stating that notice of motion for attorneys' fees by class counsel must be "directed to class members in a reasonable manner"). Therefore, the terms of the proposed request for attorneys' fees, costs, and expenses are reasonable.

4. The settling parties have no other agreements.

Rule 23(e)(2)(C)(iv) requires the disclosure of any other agreements, but the settling parties have not entered into any other agreements.

5. The proposed Settlement treats persons or entities in the Settlement Class equitably relative to each other.

Rule 23(e)(2)(D) – the final factor – requires the Court to consider whether the Settlement Class is treated equitably relative to each other. Fed. R. Civ. P. 23(e)(2)(D). Each approved Claim will receive an equal share of the Net Settlement Fund, subject to rules designed to prevent duplicate recovery for the same service address and to address competing submissions by brokers and their customers. Price Decl., Ex. 1, Settlement Agreement § IV ¶ 7. Since each class member receives an equal share, the proposed Settlement satisfies this requirement.

For the foregoing reasons, the proposed Settlement warrants preliminary approval under Rule 23.

III. The Court should appoint class counsel, the class representative, and the settlement administrator.

The Court should appoint Price Armstrong LLC and Langley Law Firm as interim Class Counsel pursuant to Rule 23(g). The duty of Class Counsel is to "fairly and adequately represent the interests of the class." Fed. R. Civ. P. 23(g)(4). In appointing Class Counsel, the Court must consider:

> (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Rule 23(g)(1)(a). "When one applicant seeks appointment as class counsel, the court may appoint that applicant only if the applicant is adequate under Rule 23(g)(1) and (4)." Rule 23(g)(2). Class Counsel satisfies these requirements because Class Counsel has extensive experience prosecuting class actions and other complex litigation, including cases involving claims substantially similar to those at issue here. Class Counsel has served as lead counsel in numerous class action settlements which were approved, including similar cases involving waste hauling companies and other service providers, demonstrating their particular expertise in this area. Class Counsel's extensive experience prosecuting class actions was key to the successful resolution of this case.

This experience was essential in identifying and evaluating the claims, navigating the complexities of multi-state litigation, and ultimately achieving the settlement now before the Court. The quality of the result achieved—a substantial recovery from a defendant represented by a prominent national defense firm—is itself evidence of the skill and experience of Class Counsel. Price Decl., ¶ 3.

The Court should appoint Plaintiff as Class Representative as Plaintiff satisfies the requirements of Rule 23(a)(4). *See supra* Section I.A.4.. The Court should also appoint Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator because it is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters, and it is a neutral party that will ensure the fair and efficient administration of the Settlement consistent with Rule 23 and due process requirements. *See generally* Azari Decl.

IV. The Court should approve the proposed Notice Plan because it satisfies the notice requirements of Rule 23.

Rule 23(c)(2)(B) states:

> For any class certified under Rule 23(b)(3)—or upon ordering notice under Rule 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)—the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means. 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).

Here, the proposed Notice of Settlement satisfies the requirements of Rule 23(c)(2)(B) and will be sent to each person and entity in the Settlement Class by United States mail and will be provided on the Settlement Website.

Federal Rules of Civil Procedure 23(e)(1) requires that notice be given "in a reasonable manner to all class members who would be bound. . . ." *See* Fed. R. Civ. P. 23(e)(1); *see also* Fed. R. Civ. P. 23(c)(2)(B) (requiring "the best notice that is practicable under the circumstances"); *ADESSO Homeowners' Ass'n v. Holder Props., Inc.*, 2017 WL 11272589, at *10 (D.S.C. May 23, 2017) (approving notice that "accurately summarizes the settlement terms and advises the Class of its benefits, rights, and limitations," "covers all relevant topics," and "is written and formatted to communicate this information in a clear and concise manner that will be easily understood by members of the Class"). Further, due process requires that notice to persons or entities in the Settlement Class 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." *deWet v. Rollyson*, 157 F.4th 344, 351 (4th Cir. 2025) (citing *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950) (citation omitted)).

The Notice of Settlement describes the Action clearly and concisely, including the nature of the action and the class claims, issues, and defenses, the definition of the class being certified, as well as how to submit a claim, how to be excluded, how to object and the deadlines and procedures for each of these options. *See* Fed. R. Civ. P. 23(c)(2)(B). The Notice of Settlement also explains that a person or entity in the Settlement Class may enter an appearance through an attorney and the binding effect of class judgment on members as well as the benefits of the Settlement, the attorneys' fees, costs, and expenses and service award being sought, and the date and place of the Final Approval Hearing. *Id.*

Upon approval, the Notice of Settlement will be sent by first-class mail to the current or last known address of all reasonably identifiable persons and entities in the Settlement Class. Azari Decl., ¶¶ 19-23. To identify these potential persons or entities in the Settlement Class, Defendants will use commercially reasonable procedures to search their files and provide this information to the Settlement Administrator. Price Decl., Ex. 1, Settlement Agreement § VI ¶ 21. Any notice that is returned will be re-mailed to a forwarding address, if provided. Azari Decl., ¶ 23. If no forwarding address is provided, the Settlement Administrator will utilize advanced address searching, such as skip tracing and re-mail the notice to the located address. *Id*. This is designed to reach all persons or entities in the Settlement Class and thus will fairly apprise persons or entities in the Settlement Class of the Settlement Agreement, including its terms and the benefits, rights, and limitations of the Settlement Class, thereby fully satisfying due process requirements. *See Mullane*, 339 U.S. at 314 (holding that due process requires notice to 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"); *Snider Int'l Corp. v. Town of Forest Heights*, 739 F.3d 140, 146 (4th Cir. 2014) (highlighting that the Supreme Court as well as the Fourth Circuit has "routinely recognized that the use of mail satisfies the notice element of due process" when it conveys the relevant information).

Therefore, the Court should also approve the Parties' proposed form and method of giving notice to the persons or entities in the Settlement Class.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court grant its Motion for Preliminary Approval of Class Action Settlement and enter the Proposed Order Preliminarily Approving Settlement Class and Providing for Notice. Specifically, Plaintiff requests that the Court: (i) preliminarily approve the Settlement as fair, reasonable, and adequate; (ii) preliminarily certify the Settlement Class for settlement purposes only under Rule 23; (iii) determine that the proposed Notice of Settlement satisfies Rule 23 and due process; (iv) approve the Notice Plan and direct dissemination of notice to the Settlement Class; (v) approve the procedures for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement; (vi) preliminarily appoint Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel for settlement purposes only; (vii) appoint Epiq Class Action & Claims Solutions, Inc. as Settlement Administrator; and (viii) schedule a Final Approval Hearing to consider final approval of the Settlement, any timely objections, any application for attorneys' fees, costs, and expenses, and Plaintiff's request for a service award.

Date: June 8, 2026

Respectfully submitted,

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UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC., et al., Defendants.	Case No.: 7:21-cv-02600-JDA

DECLARATION OF OSCAR M. PRICE, IV

I, Oscar M. Price, IV, hereby declare as follows:

1. I am the managing member of Price Armstrong, LLC and one of the lead counsel for Plaintiff in the above styled action. I am a member in good standing of the bar of the State of Alabama as well as numerous federal courts. I have been practicing law for close to twenty years and have specialized in class actions for the majority of that time.

2. The attorneys representing Plaintiff in this litigation have devoted thousands of hours over the course of almost five years. The work spanned the full spectrum of complex litigation—from initial investigation and filing, through extensive written and deposition discovery, expert retention and report preparation, briefing for a motion to deny class certification, over a multiple rounds of dispositive motion practice, and an all-day mediation session—culminating in the negotiation and drafting of the comprehensive Settlement Agreement now before this Court.

3. Plaintiff's counsel has extensive experience prosecuting class actions and other complex litigation, including cases involving claims substantially similar to those at issue here. Plaintiff's counsel has served as lead counsel in numerous class action settlements which were

approved, including similar cases involving waste hauling companies and other service providers, demonstrating their particular expertise in this area. These cases include, but are not limited to: *New Merkle Investors, LLC et al. v. BFI Waste Services LLC et al.,* Case No. 01-CV-2021-903302.00 (Circuit Court of Jefferson Ctny., Ala.); *Hunters Run Apartments et al. v. WCA Waste Corporation et al.*, Case No. 1:15-cv-00151 (N.D. Fla.); *Grilling the Dream, Inc. et al. v. Sysco Corporation*, Case No. 17-cv-1192 (Superior Court of Dougherty County, Ga.); *In & Out Welders, Inc. et al. v. Sunbelt Rentals, Inc.*, Case No. 7:16-cv-04021-MGL (D.S.C) (resolved in conjunction with other litigation); *Whitton v. Deffenbaugh Disposal Inc.,* Case No. 12-2246-CM (D. Kan.); *Danny Lynn Electric & Plumbing et al. v. Veolia ES Solid Waste Southeast, Inc. et al.*, Case No. 2:09-cv-192-MHT (M.D. Alabama); *Pretoria Fields, LLC v. Airgas, LLC*, Case No. CV-20-0000006 (Superior Court of Dougherty County, Ga); *Lit'l Pepper Gourmet, Inc. v. US Foods, Inc.*, Case No. 17-cv-02080-BAS-JLB (S.D. Cal.) (resolved in conjunction with other litigation); *All-South Subcontractors, Inc. v. Amerigas Propane, Inc*., Case No. 3:15-cv-9-MCR (N.D. Fla.).

4. This experience was essential in identifying and evaluating the claims, navigating the complexities of this litigation, and ultimately achieving the Settlement now before the Court. The quality of the result achieved—a significant recovery from a defendant represented by a prominent national defense firm—is itself evidence of the skill and experience of Plaintiff's counsel.

5. Plaintiff's counsel undertook this representation on an entirely contingent basis, advancing a significant amount of money in expenses and investing thousands of hours of attorney time with no guarantee of any recovery.

6. Attached as Exhibit 1 is the Settlement Agreement that was the result of a 12-hour mediation session with Jeff Trueman, Esq.

7. A Proposed Order Preliminarily Approving the Class Settlement and Providing for Notice is attached as Exhibit E to the Settlement Agreement and is being emailed to chambers.

FURTHER DECLARANT SAYETH NOT.

Oscar M Price IV

Oscar M. Price, IV

Exhibit 1

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al.,

Plaintiffs,

v.

WASTE CONNECTIONS US, INC. et al.,

Defendants.

Case No. 7:21-cv-02600-JDA

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement" or "Agreement") is made and entered into as of this 5th day of June, 2026, by and between Plaintiff Pinnacle Waste Services, LLC ("Plaintiff"), individually and as representative of the Settlement Class defined below, and Defendants Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star" and, together with WCUS, WCSC, and WCNC, "Defendants") (each a "Party" and, collectively, the "Parties"), subject to approval of the Court.

RECITALS

WHEREAS, on August 13, 2021, Plaintiff filed a proposed class action against WCSC, WCNC, and WCUS captioned *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.) (the "Action"), alleging on behalf of a putative nationwide class that WCSC, WCNC, and WCUS imposed rate increases and fuel surcharge fees on customers without contractual basis, and asserting breach of contract, unjust enrichment, and breach of the duty of good faith and fair dealing, among other claims;

WHEREAS, on September 8, 2023, Plaintiff filed a Second Amended Complaint (ECF 82) that added Lone Star as a defendant and included allegations that Lone Star also imposed rate increases and fuel surcharge fees on customers without contractual basis;

WHEREAS, Defendants deny any and all allegations of wrongdoing, fault, liability, or damage of any kind to Plaintiff and the putative class it seeks to represent, and Defendants have asserted numerous defenses to Plaintiff's claims;

WHEREAS, the Parties have vigorously litigated the Action for more than four years, including extensive fact investigation, discovery, expert analysis, and motion practice;

WHEREAS, Plaintiff, by and through its counsel, has conducted a thorough investigation of the matters alleged in the Action;

WHEREAS, without conceding any lack of merit of any of their claims, Plaintiff and its counsel have concluded that it is in the best interests of the Settlement Class to settle the Action on the terms set forth herein, which are fair, reasonable, adequate, and in the best interests of the Settlement Class;

WHEREAS, without conceding any merit to the claims in the Action and without admitting any liability whatsoever, Defendants have concluded that it is in their best interests to settle the Action on the terms set forth herein to avoid the further expense and burden of litigation;

WHEREAS, the Parties agree that this Settlement Agreement shall not be deemed or construed to be an admission, concession, or evidence of any violation of any federal, state, or local statute, regulation, rule, or other law, or principle of common law or equity, or of any liability or wrongdoing whatsoever, by the Defendants, or of the truth of any of the alleged facts or the claims that the Plaintiff has asserted against the Defendants;

WHEREAS, the Parties desire and intend by this Settlement Agreement to settle finally and completely, and effectuate a final resolution of the Action and to provide for a full and final release by the Releasing Parties of the Released Claims against the Released Parties;

WHEREAS, this Settlement Agreement has been negotiated at arms' length and in good faith, including a full day of mediation with Jeff Trueman, Esq., an experienced mediator;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, the Parties hereby agree as follows:

I. INCORPORATION OF RECITALS

The Parties agree that the Recitals above are incorporated into and should be considered part of this Settlement Agreement between the Parties.

II. DEFINITIONS

1. Except as otherwise expressly defined herein, the Parties agree that the following definitions shall apply and be considered part of this Settlement Agreement.

a. "**Action**" means the litigation captioned *Pinnacle Waste Services, LLC et al. v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.).

b. "**CAFA Notice**" means the notice that Defendants are required to serve under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, substantially in the form of **Exhibit I**.

c. "**Claim**" means a claim made by a Claimant through the submission of a Claim Form to the Settlement Administrator pursuant to and in accordance with this Settlement Agreement.

d. "**Claimant**" means a Settlement Class Member that submits a Claim Form seeking a benefit pursuant to this Settlement Agreement.

e. "**Claim Form**" means the form to be presented to and approved by the Court for making Claims pursuant to this Settlement Agreement, not materially different than the form attached as **Exhibit A**.

f. "**Claim Period**" means 60 days from the Notice Date.

g. "**Class Action Waiver**" means a provision in or incorporated by reference in a Service Agreement between a customer and a Waste Connections Entity by which the customer forgoes the right to resolve disputes, controversies, or claims with respect to surcharges, fees, any agreement(s) between the parties, the breach of any such agreement(s), or any amounts paid or invoiced between the parties as a plaintiff or class member in any proposed class, consolidated, collective, or representative proceeding.

h. "**Class Counsel**" means Price Armstrong, LLC and Langley Law Firm.

i. "**Class Period**" means August 13, 2018 to the Effective Date.

j. "**Class Representative**" means Pinnacle Waste Services, LLC.

k. "**Counsel for Defendants**" means Beveridge & Diamond, P.C. and Haynsworth Sinkler Boyd, P.A.

l. "**Court**" means the United States District Court for the District of South Carolina.

m. "**Defendants**" means Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star").

n. "**Effective Date**" means the day after the expiration or exhaustion of all rights to appeal from the Final Approval Order such that the Final Approval Order has become final and non-appealable, other than any appeal relating solely to an award of attorneys' fees, costs, and expenses or a service award.

o. "**Escrow Account**" means the escrow account jointly selected by Class Counsel and Counsel for Defendants and designated as the "Pinnacle Settlement Account," which shall hold the Settlement Fund. The Escrow Account shall serve as the depository for the Settlement Fund and the source of payments from the Settlement Fund to be made by the Settlement Administrator in accordance with this Settlement Agreement and any orders of the Court. Interest earned on the Settlement Fund shall be credited to and remain part of the Settlement Fund paid for the benefit of the Settlement Class.

p. "**Final Approval Hearing**" means the hearing conducted by the Court to determine whether to grant final approval of this Settlement and to determine the fairness, adequacy, and reasonableness of this Settlement.

q. "**Final Approval Order**" means the order granting final approval of this Settlement, submitted by the Parties with the Parties' Motion for Final Approval and substantially in the form attached as **Exhibit B**, as may be modified and entered by the Court.

r. "**Final Judgment**" means the final judgment entered by the Court dismissing the Released Claims of the Releasing Parties with prejudice and substantially in the form attached as **Exhibit C**.

s. "**Franchise Agreement**" means a written exclusive franchise agreement or written exclusive municipal contract between a Waste Connections Entity and a municipality (or other governmental entity) under which the Waste Connections Entity is the exclusive provider of solid waste collection for a specified jurisdictional area.

t. "**HOA**" means a homeowner's association, condominium association, or similar association or entity that contracts directly with a Waste Connections Entity to be the exclusive provider of solid waste collection services under a collective, group, or master arrangement that binds all Residential Customers within a community to receive these services exclusively from a Waste Connections Entity.

u. "**Net Settlement Fund**" means the Settlement Fund less (i) any Court-ordered award of attorneys' fees, costs, and expenses to Class Counsel, (ii) any Court-ordered service award to Plaintiff, (iii) the costs of notice and administration of the Settlement Fund, (iv) all applicable taxes, and (v) any other fees, costs, and expenses approved by the Court.

v. "**Notice Date**" means the date that is sixty (60) days after the Preliminary Approval Order, by which the Settlement Administrator shall have implemented the Notice Plan.

w. "**Notice of Settlement**" means the notice of the Settlement to the Settlement Class, substantially in the forms attached as **Exhibit D**, which may be reasonably modified for implementation without material changes. The Notice of Settlement shall inform Settlement Class Members of a Final Approval Hearing to be held before the Court, on a date to be determined by the Court, at which any Settlement Class

Member satisfying the conditions to object to the Settlement in Section VII and the Preliminary Approval Order may be heard regarding: (a) the terms of this Settlement Agreement; (b) the petition of Class Counsel for award of attorneys' fees, costs, and expenses; and (c) Plaintiff's service award.

x. "**Notice Plan**" means the plan for disseminating Notice of Settlement described in Section VI.

y. "**Objection and Opt-Out Deadline**" means the date that is forty-five (45) days after the Notice Date.

z. "**Parties**" is defined as set forth in the Preamble.

aa. "**Plaintiff**" means Pinnacle Waste Services, LLC.

bb. "**Preliminary Approval Order**" means the order preliminarily approving this Settlement Agreement and the Notice of Settlement and scheduling the Final Approval Hearing, substantially in the form attached as **Exhibit E**, as entered by the Court.

cc. "**Rate Regulated Market**" means a jurisdiction where the rates, prices, fees, and charges imposed by a Waste Connections Entity for commercial solid waste collections services are set, governed, or approved by a federal, state, local, or municipal regulatory body.

dd. "**Released Claims**" means any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, judgments, costs, expenses, actions, rights, and remedies of any kind, nature and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent, at law or in equity, that Plaintiff or any Settlement Class Member (including each of their respective successors, heirs, estates, beneficiaries, executors, administrators, assigns, representatives, agents, attorneys, trustees, guardians, conservators, affiliates, and anyone claiming by, through, or on behalf of any of them) ever had, now has, or may have against any Released Party during the Class Period, arising out of, based upon, relating to, or in any way connected with (i) the pricing of and any fees and charges imposed by any Waste Connections Entity to any Settlement Class Member as well as any adjustments thereto, (ii) any pricing, rate adjustments, fees, surcharges, fuel or environmental charges, administrative charges, or any other amounts billed, charged, assessed, collected, or paid by any Settlement Class Member to any Waste Connections Entity, (iii) any alleged misrepresentation, omission, concealment, or other communications or disclosures concerning or related to any such pricing, charges, or any other amounts billed, charged, assessed, collected, or paid, and/or (iv) the facts, transactions, events, practices, and conduct alleged in, that were or could have been alleged in, or that relate to the claims or defenses asserted in the Action, including without limitation any claims that were or could have been asserted in the Action under any federal, state, or local statute, regulation, ordinance, or common law, and under any legal or equitable theory. Notwithstanding the foregoing, **"Released Claims"** do not include (i) claims for personal injury, wrongful death, or property damage (including via subrogation); (ii) any claim to enforce this Settlement Agreement; and (iii) claims based solely on conduct occurring after the Effective Date.

ee. **"Released Party" or "Released Parties"** means Defendants, Waste Connections, and each and every Waste Connections Entity, and each of their respective past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and all of their past, present, and future directors, officers, managers, members, employees, agents, servants, representatives, attorneys, accountants, advisors, consultants, insurers and reinsurers, shareholders, investors, owners, trustees, principals, fiduciaries, general and limited partners, joint ventures, administrators, and contractors, subcontractors, vendors, and other service providers (including sub-vendors).

ff. "**Releasing Parties**" means Plaintiff and each Settlement Class Member and, to the extent acting or asserting rights in such capacity or on behalf of, or derived from the rights of, Plaintiff or a Settlement Class Member, each of their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, managers, partners, principals, agents, representatives, and employees, and any person or entity claiming by, through, or under any of them.

gg. **"Request for Exclusion"** means a written request timely submitted by a person or entity in the Settlement Class to be excluded from the Settlement Class and this Settlement, made in accordance with Section VII of this Settlement Agreement and the Court's orders issued pursuant to Federal Rule of Civil Procedure 23.

hh. "**Residential Customer**" means any customer that receives residential solid waste collection services from a Waste Connections Entity at a single-family residence.

ii. "**Service Agreement**" means a written contract under which a Waste Connections Entity provides solid waste collection services to a customer.

jj. "**Settlement**" or "**Settlement Agreement**" or "**Agreement**" means this Settlement Agreement, together with all exhibits attached hereto and incorporated herein by reference.

kk. "**Settlement Administrator**" means Epiq Class Action & Claims Solutions, Inc., which the Parties will request the Court to appoint in the Preliminary Approval Order, or such other administrator as may be agreed to by the Parties and approved by the Court.

ll. "**Settlement Amount**" means One Million, Four-Hundred Thousand Dollars (USD) ($1,400,000.00), the total amount Defendants will pay into the Settlement Fund, from which payments will be made as provided in this Settlement Agreement.

mm. "**Settlement Class**" means:

> All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.
>
> Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a Waste Connections Entity in a Rate Regulated

Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on **Exhibit F** and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on **Exhibit F**; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

The Settlement Class includes all brokers and other third-party agents – except the brokers and the brokers' customers excluded from the Settlement Class definition under subsection (viii) – as well as all persons and entities that received solid waste collection services from any Waste Connections Entity as part of a broker or agency arrangement or who paid for such services to a broker or other third-party agent rather than a Waste Connections Entity directly.

The exclusions in subsections (iii) – (ix) above apply on a service-address basis. A person or entity is not excluded from the Settlement Class solely because the person or entity maintained one or more accounts or service addresses that fall within an excluded category, provided the person or entity also maintained at least one account or service address that is not excluded. In such instances, such person or entity may not file a Claim to the extent a Claim relates to the exclusions in subsections (iii) – (ix) above, but such person or entity may submit a Claim solely to the extent a Claim does not relate to the exclusions in subsections (iii) – (ix) above.

nn. "**Settlement Class Member**" means any member of the Settlement Class who has not submitted a timely and valid Request for Exclusion in accordance with Section VII of this Settlement Agreement.

oo. "**Settlement Fund**" means the common fund established under Section III of this Agreement, together with any interest earned thereon.

pp. "**Settlement Website**" means the website to be established and maintained by the Settlement Administrator for purposes of implementing the Notice Plan and administering the Settlement.

qq. "**Temporary Roll-Off Service**" means temporary solid waste collection services using a roll-off dumpster or open-top container that are provided on a non-exclusive basis and that allow the customer to terminate the services for convenience.

rr. "**Waste Connections**" means Waste Connections, Inc. together with any predecessor or successor thereto.

ss. "**Waste Connections Entity**" means any current, former, or future direct or indirect subsidiary, division, affiliate, or other related business entity of Waste Connections, including any and all predecessors and successors thereof.

III. SETTLEMENT CONSIDERATION

In consideration for the full and complete release of all Released Claims against all Released Parties by Plaintiff and the Settlement Class, and the dismissal of the Action with prejudice, Defendants agree to provide the following consideration for the Settlement Class:

2. **Settlement Fund**. Within ten (10) business days of the Effective Date, Defendants shall pay the Settlement Amount into the Escrow Account to create the Settlement Fund.

3. The Settlement Fund shall be used to make any and all payments contemplated by this Settlement Agreement in accordance with this Settlement Agreement and any orders of the Court, including:

a. Distributions of payments to Claimants for valid and timely submitted Claims, as set forth in Section IV;

b. Payment of any Court-ordered award of attorneys' fees, costs, and expenses;

c. Payment of any Court-ordered service award to Plaintiff;

d. Payment of any notice and administrative costs, including but not limited to (i) the costs and fees of the Settlement Administrator and any other administrators, trustees, or allocators approved by the Court; (ii) ordinary-course banking, escrow, and wire fees associated with establishing, maintaining, and disbursing the Settlement Fund; and (iii) any taxes due on the Settlement Fund.

4. **Limitation on Defendants' Responsibility**. Other than the payment of the Settlement Amount as set forth in Paragraph 2 of this Agreement, Defendants shall have no responsibility, financial obligation, or liability whatsoever with respect to the Settlement Fund, including but not limited to: the investment of the Settlement Fund; the payment of any federal, state, or local taxes (including any income, employment, unemployment, excise or other taxes), penalties, interest or other charges relating to taxes imposed on the Settlement Fund or its disbursement; and payment of administrative, legal, accounting, or other costs incurred in connection with the establishment, administration, or disbursement of the Settlement Fund. Defendants and the Released Parties shall not be required to provide any additional funding to the Settlement Fund under any circumstance whatsoever.

5. **Effect of Denial, Reversal, or Termination on Fund.** In the event that the Court denies entry of the Preliminary Approval Order or Final Approval Order, should any Preliminary Approval Order or Final Approval Order be materially modified (other than by agreement of the Parties), or reversed, vacated, or otherwise set aside on appeal, or should the Effective Date not

occur, or should this Agreement be otherwise rescinded, terminated, canceled, or fail to become effective for any reason, the Settlement Administrator shall cause all funds then held in the Settlement Fund, including any accrued interest (less any non-refundable bank or wire fees actually incurred), to be returned to Defendants (in a manner prescribed by Defendants) within seven (7) days after written notice from any Party that this Settlement Agreement has been terminated or has failed to become effective. The obligations set forth in this Paragraph shall survive the termination of this Agreement.

IV. SETTLEMENT FUND DISTRIBUTION

The Settlement Fund shall be administered and distributed only as provided in this Agreement.

6. The Net Settlement Fund shall be allocated and distributed within thirty (30) days after the Effective Date to Claimants who submit valid Claims in accordance with Section V.

7. The Net Settlement Fund shall be distributed in equal shares per approved Claim among all Claimants with valid Claims via check as set forth in Section V. Each such check will expire after ninety (90) days.

8. If, upon the expiration of all uncashed checks and after all taxes and other expenses have been paid, any funds remain in the Escrow Account ("Remaining Settlement Money"), then the Remaining Settlement Money will be provided to a non-sectarian, nonprofit 501(c)(3) charitable organization chosen by Defendants. In no event shall any part of the Settlement Fund be used to reimburse any Defendants or otherwise offset costs, including settlement related costs, incurred by any Defendants.

V. CLAIMS SUBMISSION AND CLAIMS ADMINISTRATION

9. **Payment for Claims Submitted by Settlement Class Members.** Each Claimant who submits a timely and valid Claim during the Claim Period, in accordance with requirements of this Agreement, is eligible to receive a payment from the Settlement Fund via check in accordance with Section IV.

10. A Settlement Class Member with multiple accounts may submit one Claim for each account for a distinct service address. No more than one Claim may be submitted for any single service address, regardless of the number of accounts serviced at that address. In the event that both a broker or other third-party agent (not including the brokers listed in **Exhibit F** and the customers of such brokers that are excluded from the Settlement Class definition) and its customer file a Claim based on the same service address, the Claim of the Claimant that contracted directly with a Waste Connections Entity shall take precedence over the Claim of the Claimant that did not contract directly with a Waste Connections Entity.

11. **Claims Submission.** Claims may only be submitted for addresses within the United States at which a Settlement Class Member arranged for or received services from a Waste Connections Entity. Any Settlement Class Member that wishes to submit a Claim must timely complete, sign, and submit a Claim Form and provide the Settlement Administrator with all requested information. All Claim Forms shall be submitted under penalty of perjury. Claim Forms may be completed and submitted on the Settlement Website. Paper copies of Claim Forms will also be available upon request to be completed manually and then submitted by mail to a mailing address to be established and monitored by the Settlement Administrator, as set forth on the Claim Form. The Claim Form must be postmarked or electronically submitted to the Settlement Website within the Claim Period.

12. **Claims Review**. The Settlement Administrator shall process and review Claims as promptly as practicable in accordance with the provisions of this Settlement Agreement.

13. **Deficient Claims**. Claimants must fully and accurately complete a Claim Form. A Claim that does not meet each of the applicable requirements set forth in this Agreement is deficient. The Settlement Administrator shall notify the Claimant of any deficiencies using the form Notice of Deficiency attached as **Exhibit G**. Claimants shall have thirty (30) days from the date the Notice of Deficiency is sent to attempt to cure any deficiencies.

14. **Denied Claims**. If a Claimant does not cure the deficiencies identified in the Notice of Deficiency within the cure period set forth in Paragraph 13 or if the customer is determined not to belong to the Settlement Class, the Settlement Administrator shall deny the Claim. A copy of the Notice of Denial of Claim form is attached as **Exhibit H**. Prior to sending a claim denial to any Claimant, the Settlement Administrator shall provide five (5) business days' notice to the Parties of such denied claim.

15. **Dispute Resolution**. Any Party shall have the right to challenge any potential errors made by the Settlement Administrator in the processing, handling, reviewing, approving, denying, and paying of Claims. The Claim Form shall disclose that additional information may be requested to permit any additional review that may be required, and that any Party has the right to challenge the Settlement Administrator's decision denying or approving Claims by submitting a request to the Settlement Administrator, which shall be shared by the Settlement Administrator with Class Counsel and Counsel for Defendants, requesting reconsideration of the Settlement Administrator's decision. If the Parties are unable to resolve any such challenge, the dispute may be submitted to the Court for final resolution on a streamlined record. Except for such Court

review, neither the Parties nor a Claimant shall have the right to further contest the denial or approval of a Claim by the Settlement Administrator through litigation or otherwise.

16. **Fraudulent Claims**. If the Settlement Administrator suspects fraud or misleading conduct with respect to any Claim, the Settlement Administrator will immediately bring the Claim to the attention of Class Counsel and Counsel for Defendants, who shall meet and confer with the Settlement Administrator concerning the Claim, and who reserve the right to bring the Claim to the attention of the Court or the appropriate authorities. Likewise, if Class Counsel or Counsel for Defendants suspect fraud or misleading conduct with respect to any Claim, they shall meet and confer with the Settlement Administrator concerning the Claim, and they reserve the right to bring the Claim to the attention of the Court or the appropriate authorities.

17. **Duties of the Settlement Administrator**. The Settlement Administrator shall:

a. Be bound by the confidentiality provisions in Paragraph 60 and any further non-disclosure or security protocol required by the Parties.

b. Use any personal information and any other information acquired as the result of this Agreement solely for purposes of evaluating and paying Claims under this Agreement;

c. Assign a manager to oversee the protection and appropriate management of personal information and review its internal systems to manage the protection of personal information to ensure consistent performance and constant improvement;

d. Take commercially reasonable security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification, and leakage of personal information;

e. If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for other purposes, and obtain prior written consent from Defendants for any such outsourcing, which Defendants may withhold in their sole discretion;

f. Immediately notify the Parties if disclosure of personal information or any other information acquired as a result of this Agreement is compelled by law, an order of a court of competent jurisdiction, or a subpoena, and refrain from such disclosure for the maximum period of time allowed by law so that Class Counsel and Counsel for Defendants may procure a protective order or take other actions to protect the confidentiality of the information;

g. Within thirty (30) days of the completion of the latest possible check-cashing period following the conclusion of the Claim Period, or the termination of this Agreement under Section XIII, destroy all personal information obtained in connection with this Settlement in a manner most likely to guarantee that such information cannot be obtained by unauthorized persons or entities.

18. **Settlement Administrator Accounting.** The Settlement Administrator shall maintain a complete and accurate accounting of all receipts, expenses, and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice of not less than two (2) business days from Class Counsel or Counsel for Defendants.

19. **Removal of the Settlement Administrator.** If the Settlement Administrator fails to perform adequately, the Parties may agree to remove the Settlement Administrator by petitioning the Court to do so and may propose a replacement administrator for Court approval.

20. **No Liability for Claims Administered Pursuant to Agreement.** To the fullest extent permitted by law, no person or entity shall have any claim against Defendants, Counsel for Defendants, Plaintiff, Class Counsel, the Released Parties, and/or the Settlement Administrator based on the Court-approved Notice of Settlement or Notice Plan, and/or any determinations, distributions, awards, or payments made with respect to any Claim. This provision does not affect or limit in any way the right of review of any disputed Claim as provided in this Settlement Agreement. The applicable dispute procedures set forth in Paragraph 15 shall be the sole and exclusive means of resolving disputes based on any determinations, distributions, awards, or payments made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiff, Class Counsel, Defendants, Counsel for Defendants, or the Released Parties have any liability for claims of wrongful or negligent conduct on the part of the Settlement Administrator or any agents of the Settlement Administrator.

VI. NOTICE PLAN

21. **Notice to the Settlement Class.** The Parties agree that it is their mutual intent that if the Court preliminarily approves this Settlement, the Settlement Administrator shall use its best efforts to cause the Notice of Settlement to be given to the Settlement Class in accordance with the notice specifications approved by the Court in its Preliminary Approval Order. For purposes of identifying persons or entities in the Settlement Class, Defendants shall use commercially reasonable procedures to search their files and provide the Settlement Administrator with the names and current or last known addresses of persons or entities in the Settlement Class in Defendants' possession, custody, or control. The Notice of Settlement shall be given to the Settlement Class no later than sixty (60) days after entry of the Preliminary Approval Order (or such other date as may be entered by the Court). Any immaterial changes to the Notice of

Settlement in formatting reasonably necessary to facilitate dissemination or reduce mailing costs may be made with the Parties' approval, provided that the Notice of Settlement remains reasonably readable and substantively consistent with the Court-approved forms.

22. **Settlement Administrator Affidavit.** No later than ten (10) days after the Notice Date (or such other date as may be ordered by the Court), the Settlement Administrator shall provide Class Counsel and Counsel for Defendants with an affidavit attesting that the Notice Plan was executed in a manner consistent with the terms of this Agreement and any applicable Court orders.

23. **CAFA Notice.** No later than ten (10) days after the filing of this Settlement Agreement with the Court, the Settlement Administrator shall serve notice of the settlement on the appropriate federal and state officials as required by CAFA, in the form of **Exhibit I.**

VII. OPT-OUTS AND OBJECTIONS

24. **Requests for Exclusion.** Persons or entities in the Settlement Class may submit a Request for Exclusion (i.e., "opt-out") from the Settlement. A person or entity in the Settlement Class that submits a timely and valid Request for Exclusion may not object to the Settlement and is not eligible to receive any payment from the Settlement Fund.

a. To validly request exclusion, the person or entity in the Settlement Class must submit a written Request for Exclusion to the Settlement Administrator by mail to the address identified in the Notice of Settlement that is postmarked on or before the Objection and Opt-Out Deadline stating that "[Person or Entity Name] requests to be excluded from the class action Settlement" (or substantially similar clear and unambiguous language). The written Request for Exclusion shall contain the person or entity's printed name, current address, telephone number, email address (if any), and the address where solid waste collection services were rendered during the Class Period by a Waste Connections Entity. The Request for Exclusion must contain the actual written signature of the person or an authorized representative of the entity.

b. Requests for Exclusion can only be made on an individual basis.

c. The Settlement Administrator will provide copies of all Requests for Exclusion to Class Counsel and Counsel for Defendants on a weekly basis by email.

d. Any person or entity in the Settlement Class that does not submit a valid and timely written Request for Exclusion shall be a Settlement Class Member and bound by all subsequent proceedings, orders, and judgments in the Action, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims.

e. A person or entity in the Settlement Class that opts out may, on or before the Objection and Opt-Out Deadline, withdraw their Request for Exclusion by submitting a written request to the Settlement Administrator stating its desire to revoke its Request for Exclusion, together with the written signature of any authorized representative of that entity.

f. Any statement or submission purporting or appearing to be both an objection and a Request for Exclusion shall be treated as a Request for Exclusion.

g. Not later than seven (7) days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Counsel for

Defendants a complete list of opt-outs together with copies of the Requests for Exclusion and any other related information.

25. **Objections**. Any Settlement Class Member that does not submit a written Request for Exclusion may present a written objection to the Settlement explaining why it believes that the Settlement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member that wishes to submit an objection must submit to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator), postmarked on or before the Objection and Opt-Out Deadline, a detailed written statement of the objection(s) and the aspect(s) of the Settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention.

a. The written statement shall contain (i) the Settlement Class Member's printed name, address, telephone number, and email address (if any); (ii) evidence showing that the objector is a Settlement Class Member, including the address of the location where solid waste collection services were rendered during the Class Period by a Waste Connections Entity; (iii) any other supporting papers, materials, or briefs that the objecting Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the authorized representative of the Settlement Class Member making the objection; and (v) a statement whether the objecting Settlement Class Member and/or its counsel intend to appear at the Final Approval Hearing.

b. All responses to objections by the Parties shall be filed with the Court no later than seven (7) days prior to the date of the Final Approval Hearing.

c. A Settlement Class Member may object on its own behalf or through an attorney; however, even if represented, the Settlement Class Member must sign the objection through an authorized representative, and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Any lawyer who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no less than twenty (20) days before the Final Approval Hearing. Class Counsel and Counsel for Defendants may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector.

d. If an objecting Settlement Class Member or the attorney appearing on its behalf in connection with its objection has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which the Settlement Class Member and/or such attorney filed an objection, identified by caption, court, and case number, and for each case, the disposition of the objection.

e. Any objector that submits and serves a timely written objection as described above may appear at the Final Approval Hearing, through counsel or through an authorized representative (if permitted by the Court), to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement on the basis set forth in the written objection. As noted above, any objector or counsel that intends to appear at the Final Approval Hearing must state that intention in the objection.

f. Any Settlement Class Member that fails to comply with the provisions of Paragraph 25 shall waive and forfeit any and all rights that it may have to appear separately and/or to object to the Settlement, and shall be bound by all the terms of this

Settlement Agreement and by all proceedings, orders, and judgments in the Action, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending or subsequently initiates litigation against any Released Party relating to the Released Claims.

g. An objector shall be entitled to all the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of a Claim Form and other requirements herein. A Settlement Class Member that objects may, on or before the Final Approval Hearing, withdraw its objection by submitting a written request to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) stating its desire to withdraw its objection along with the signature of an authorized representative.

VIII. RELEASE

26. **Release**. The Parties intend that this Settlement Agreement will fully and finally dispose of the Action and the Released Claims. As of the Effective Date, each of the Releasing Parties will be deemed to have fully, finally, and forever released and discharged the Released Parties from any and all Released Claims (the "Release").

27. **Unknown Claims**. The Releasing Parties expressly acknowledge that the Release includes unknown claims that the Releasing Parties do not know or suspect exist, which if known by them, might affect their agreement to release the Released Parties or might affect their decision

to enter into this Agreement. For the avoidance of doubt, such unknown claims do not include the following claims that are excluded from Released Claims: (i) claims for personal injury, wrongful death, or property damage (including via subrogation); (ii) any claim to enforce this Settlement Agreement; and (iii) claims based solely upon conduct occurring after the Effective Date. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, which provides as follows:

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

Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the District of Columbia, or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside the United States, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true, but it is their intention to forever settle and release the Released Parties from any and all Released Claims, notwithstanding any unknown claims they may have. The Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which the Release is a part.

28. **No Assignment of Claims.** Plaintiff represents and warrants that it is the sole and exclusive owner of all claims that it is releasing under this Settlement Agreement and that it has

not assigned, pledged, sold, transferred, or otherwise conveyed or encumbered any right, title, or interest in the Released Claims or the Action. Plaintiff further represents that it is not aware of any person or entity claiming any interest, in whole or in part, in the Released Claims or in any benefits, proceeds, or value arising from the Action.

29. **All Fees and Costs.** Without limiting the scope of the Release, and except as expressly provided in Section IX, the Release includes any and all claims for attorneys' fees, costs, and expenses, expert fees, consultant fees, interest, or other litigation-related fees or disbursements that any Releasing Party may have or assert in connection with the Action or Released Claims, including any such claims based on services allegedly rendered or benefits allegedly conferred in connection with the Action or this Settlement.

30. **Dismissal with Prejudice.** As of the Effective Date, the Parties shall file a stipulation and proposed Final Judgment, substantially in the form attached as **Exhibit C**, requesting that the Court dismiss the Action, including the claims of the Plaintiff and all Settlement Class Members, with prejudice consistent with the Final Approval Order. The Released Claims shall be conclusively released in accordance with this Settlement Agreement.

IX. ATTORNEYS' FEES AND SERVICE AWARD

31. **Fee/Service Award Motion Timing.** Within the time period established by the Court, and no later than seven (7) days prior to the Objection and Opt-Out Deadline, Class Counsel shall file a motion for attorneys' fees, costs, and expenses, and a service award, and the motion shall be posted on the Settlement Website.

32. **Defendants' Non-Opposition of Fees/Expenses.** Defendants agree not to oppose Class Counsel's request for an award of attorneys' fees up to one-third (1/3) of the Settlement Fund ($466,666.00) before any deductions from the Settlement Fund. Defendants agree not to

oppose Class Counsel's request for reimbursement of costs and expenses of up to $75,000.00 from the Settlement Fund. Any award of attorneys' fees, costs, and expenses to Class Counsel shall be payable solely out of the Settlement Fund.

Class Counsel's request for an award of attorneys' fees, costs, and expenses, and any and all matters related thereto, shall not be considered part of this Settlement Agreement, and shall be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of this Settlement Agreement. Plaintiff and Class Counsel agree that this Settlement Agreement is not conditional on the Court's approval of an award of attorneys' fees, costs, and expenses in the requested amount or in any amount whatsoever. The Court's ruling on the application or applications for such fees, costs, and expenses shall not operate to terminate or cancel this Settlement Agreement.

33. **Service Award.** Class Counsel shall request that the Court approve a service award of $35,000.00 to Plaintiff in recognition of its time, costs, and effort in the Action, including, for example, gathering documents and materials, sitting for depositions, and performing other representative duties. Any service award to Plaintiff shall be payable solely out of the Settlement Fund. Defendants shall not oppose Class Counsel's request for a service award in that amount. If the Court determines not to award a service award or for any reason awards less than $35,000.00 to Plaintiff, the rest of this Settlement Agreement will not be affected and will remain in full force and effect.

34. **Fees Negotiated After Settlement Relief.** The Parties agree that only after reaching agreement on the material terms set forth in this Settlement Agreement and the structure of relief for the Settlement Class, they negotiated the maximum amount of any attorneys' fees,

costs, and expenses and service award that Class Counsel and Plaintiff would seek, subject to the approval of the Court.

35. **Tax Forms; Disbursement**. Class Counsel shall provide a completed IRS Form W-9 to the Settlement Administrator prior to payment of any attorneys' fees, costs, or expenses. Class Counsel shall be responsible for distributing any Court-approved service award to Plaintiff.

36. **Payment Timing and Method; No Defendant Liability**. Any attorneys' fees, costs, and expenses, and service award approved by the Court shall be paid from the Settlement Fund within fourteen (14) days after the Effective Date by wire transfer to the Price Armstrong, LLC IOLTA account (or such other payee as Class Counsel may designate in writing). Under no circumstances shall Defendants be liable to Class Counsel, Plaintiff, any Settlement Class Members, or any other attorney or law firm for any attorneys' fees, costs, expenses, or service award except to the extent paid from the Settlement Fund in accordance with this Settlement Agreement and Court order.

37. **No Additional Compensation**. Class Counsel shall not be entitled to any compensation from any Released Party for fees, costs, or expenses beyond that provided in this Section IX, including without limitation any fees, costs, or expenses incurred in connection with the administration of this Settlement Agreement. Under no circumstances will Defendants be liable for attorneys' fees, costs, or expenses other than those payable from the Settlement Fund.

X. SETTLEMENT CLASS CERTIFICATION

38. **Settlement Purposes Only**. The Parties agree that certification of the Settlement Class is for settlement purposes only and is subject to Court approval.

39. **Class Representative and Class Counsel.** Defendants will stipulate to the appointment of Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel for settlement purposes only and subject to Court approval.

40. **No Effect if No Final Approval; No Admissions.** If this Settlement Agreement (including the Settlement Class) is not finally approved by the Court, or if this Settlement Agreement is otherwise modified, rescinded, terminated, canceled, or fails to become effective for any reason, then (i) Defendants reserve the right to contest certification of any class and/or subclass in connection with the Action, the appointment of Plaintiff as Class Representative, and the appointment of Price Armstrong, LLC and Langley Law Firm as Class Counsel; and (ii) this Settlement Agreement (including the Settlement Class) shall not be admissible in evidence and shall not be construed as an admission or concession that a class is or may be certified for litigation purposes in the Action or any other proceeding.

XI. PRELIMINARY APPROVAL OF THE SETTLEMENT

41. **Motion for Preliminary Approval of Settlement.** By June 8, 2026, the Parties shall jointly file a motion seeking preliminary approval of the Settlement. The proposed Preliminary Approval Order submitted with the motion shall be in a form agreed upon by Class Counsel and Counsel for Defendants and substantially in the form attached as **Exhibit E.**

42. **Relief Requested.** The motion for preliminary approval shall request entry of the Preliminary Approval Order, and request that the Court, among other things, for settlement purposes only:

a. Preliminarily certify the Settlement Class under Fed. R. Civ. P. 23;

b. Preliminarily approve the Settlement as fair, reasonable, and adequate;

c. Determine that the Notice of Settlement satisfies Rule 23 of the Federal Rules of Civil Procedure and due process;

d. Approve the Notice Plan described in Section VI and direct that the Notice of Settlement be disseminated to the Settlement Class;

e. Approve the procedures set forth in Section VII for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement;

f. Appoint Epiq Class Action & Claims Solutions, Inc. as the Settlement Administrator and preliminarily appoint Plaintiff as Class Representative and Price Armstrong, LLC and Langley Law Firm as Class Counsel; and

g. Set a Final Approval Hearing to consider final approval of the Settlement and any timely objections as well as Plaintiff's service award and any request for attorneys' fees, costs, and expenses.

XII. FINAL APPROVAL OF THE SETTLEMENT

43. **Motion for Final Approval.** Pursuant to the schedule set by the Court in its Preliminary Approval Order and at least fourteen (14) days prior to the Final Approval Hearing, the Parties shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and enter a Final Approval Order substantially in the form attached as **Exhibit B**. The Final Approval Order as proposed shall provide for the following in order to carry out the Settlement consistent with applicable law:

a. Certification of the Settlement Class under Fed. R. Civ. P. 23(a), (b)(3) for settlement purposes only;

b. Approval of the Settlement covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate;

c. A determination the Notice of Settlement satisfies Rule 23 of the Federal Rules of Civil Procedure and due process;

d. Dismissal with prejudice of the Action and all Released Claims whether asserted by Plaintiff on its own behalf or on behalf of the Settlement Class Members, without costs to any of the Parties other than as provided for in this Settlement Agreement;

e. That each Settlement Class Member (including each of their respective successors, heirs, beneficiaries, executors, administrators, assigns, and representatives) shall be (i) conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of attorneys' fees, costs, and expenses and whether or not the objections of such Settlement Class Members have been sustained or overruled;

f. That all applicable CAFA requirements have been satisfied; and

g. Consideration of any Class Counsel applications for an award of attorneys' fees, costs, and expenses and Plaintiff's service award.

44. **Final Judgment; Binding Effect.** Upon entry of the Final Approval Order and Final Judgment, all Settlement Class Members shall submit to the jurisdiction of the Court and shall be bound by the terms of this Settlement Agreement, including without limitation the Release (which becomes effective as of the Effective Date). Upon entry of the Final Approval Order and Final Judgment, and subject to the occurrence of the Effective Date, each such Settlement Class Member and any person or entity that has made, can make, or is entitled to make a claim through or in the name or right of a Settlement Class Member shall be barred and enjoined from initiating, asserting, continuing, or prosecuting any claim, action, or proceeding against any Released Party based on or relating to the Released Claims.

XIII. TERMINATION

45. **Termination Right and Notice.** This Settlement Agreement may be terminated by either Defendants or Class Counsel by serving written notice on counsel for the opposing Party and filing a notice of termination with the Court within fourteen (14) days after the occurrence of any of the following:

a. The Court materially modifies, amends, or changes this Settlement Agreement (other than by agreement of the Parties), or declines to enter the Preliminary Approval Order or the Final Approval Order;

b. An appellate court reverses, vacates, or materially modifies the Final Approval Order and the Final Approval Order is not reinstated without material change after remand;

c. The Effective Date does not occur;

d. This Settlement Agreement otherwise does not become final, is rescinded, is canceled, or is terminated pursuant to any other provision of this Agreement; or

e. If 10% or more potential members of the Settlement Class elect to opt out of the Settlement, this Settlement Agreement may be terminated by Defendants by serving written notice on Class Counsel and filing a notice of termination with the Court within fourteen (14) days of receiving the complete list of opt-outs from the Settlement Administrator.

46. **Effect of Termination.** In the event this Settlement Agreement is terminated for any reason (including without limitation any reason set forth in Section XIII), this Agreement shall be null and void. The terms and conditions of this Settlement Agreement shall be treated as though they never existed and shall not be admissible in any proceeding for any purpose, except as necessary to effectuate the terms of any provisions that expressly survive termination. In such event, the Parties expressly reserve all pre-Settlement rights, remedies, claims, defenses, and arguments. Any Preliminary Approval Order or Final Approval Order entered in accordance with this Settlement Agreement shall be treated as vacated *nunc pro tunc*, and the Parties also shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into, except for the obligations set forth in: Paragraph 5 (Effect of Denial, Reversal, or Termination on Fund), Paragraph 17 (Duties of the Settlement Administrator), Paragraph 60 (Confidentiality).

47. **Fees and Costs Upon Termination.** In the event of termination of this Settlement Agreement for any reason, each Party shall bear its own attorneys' fees, costs, and expenses in all respects, including without limitation any fees, costs, and expenses incurred in connection with seeking Court approval of the Settlement.

XIV. OTHER TERMS AND CONDITIONS OF SETTLEMENT

48. **No Admission of Liability**. This Settlement Agreement is made for the sole purpose of effectuating a class-wide settlement of the Action. This Settlement Agreement is a compromise of disputed claims and shall not be construed as an admission of liability by Defendants or any Released Party. Defendants deny all allegations against them, do not admit any liability or wrongdoing of any kind, and enter this Settlement Agreement solely to avoid the further expense and burden of continued litigation.

49. **No Admission of Elements of Class Certification**. Defendants deny that a class should be certified other than for purposes of this Settlement Agreement and reserve their rights to contest any motion for class certification on the merits. Defendants contend that the Action could not be certified as a class action for trial purposes under Rule 23 of the Federal Rules of Civil Procedure. Nothing in this Settlement Agreement shall be construed as an admission by any Defendant that the Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in this Settlement Agreement shall prevent any Defendant from opposing class certification or seeking de-certification of the conditionally certified class if final approval of this Settlement Agreement is not obtained, or not upheld on appeal, including review by any appellate court.

50. **Cessation of Litigation Activity**. Pending final determination of whether the Settlement Agreement should be approved, every customer in the Settlement Class is prohibited and enjoined from directly, through representatives, or in any other capacity, continuing or commencing any action or proceeding in any court or tribunal asserting any of the Released Claims against any Defendant or Released Party.

Immediately upon execution of this Settlement Agreement, Plaintiff, Class Counsel, and Defendants agree to cease all litigation activity in and related to the Action (other than any activity to implement and/or enforce this Settlement Agreement).

51. **Exclusive and Continuing Jurisdiction.** The Court shall retain exclusive and continuing jurisdiction to interpret, implement, administer, and enforce the terms, conditions, and obligations of this Settlement Agreement and the Court's orders, including the Final Approval Order and Final Judgment.

a. In the event of a breach of this Settlement Agreement by Plaintiff, Defendants, or any Settlement Class Member, the Court may exercise all of its equitable powers to enforce this Settlement Agreement and the Final Approval Order irrespective of the availability or adequacy of any remedy at law, including without limitation specific performance and injunctive relief.

b. Defendants, Counsel for Defendants, Class Counsel, and Plaintiff agree, and Settlement Class Members will be deemed to have agreed, to submit irrevocably to the exclusive jurisdiction of the Court for the resolution of any matter covered by or relating to this Settlement Agreement, the Release, the Final Approval Order, the Final Judgment, or the applicability or interpretation thereof.

c. If the provisions of this Settlement Agreement, the Release, the Final Approval Order, or the Final Judgment are asserted by any Released Party as a defense, in whole or in part, to any claim or cause of action, or are otherwise raised in any other suit, action, or proceeding by any Releasing Party or any person or entity covered by the Release, the Released Party shall be entitled to seek an immediate stay of that suit, action, or proceeding pending an order of this Court resolving any issues relating to such defense. Plaintiff and Class Counsel will not oppose such relief.

52. **Consideration.** Plaintiff, individually and as representative of the Settlement Class, acknowledges, represents, and warrants that, by entering into this Settlement Agreement, Defendants have given Plaintiff something of value, which they are not legally required to do, and have given adequate consideration to support the promises made by Plaintiff contained in this Settlement Agreement. Defendants acknowledge, represent, and warrant that Plaintiff, by entering into this Settlement Agreement, has given Defendants something of value, which it is not legally required to do, and has given adequate consideration to support the promises made by Defendants contained in this Settlement Agreement. Each of the Parties represent and warrant that this Settlement Agreement is entered into after careful reflection, freely and voluntarily, without any improper compulsion, force, duress, or undue influence. The Parties further acknowledge that they have had this Settlement Agreement reviewed by their own legal counsel and have had adequate time to consult with their legal counsel before signing this Settlement Agreement. Each Party represents that it understands the terms and consequences of executing this Settlement Agreement and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

53. **No Tax Advice.** Neither the Parties nor their counsel intend anything contained herein to constitute any advice, legal or otherwise, regarding the taxability of any amount paid hereunder. No person or entity shall rely on this Settlement Agreement for tax advice and shall obtain its own independent tax advice with respect to any payment under this Settlement Agreement.

54. **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications under this Settlement Agreement shall be in writing and delivered by mail or email as follows:

To Class Counsel:

Oscar M. Price
Nicholas W. Armstrong
PRICE ARMSTRONG, LLC
1919 Cahaba Road
Birmingham, AL 35223
oscar@pricearmstrong.com
nick@pricearmstrong.com

T. Ryan Langley
Langley Law Firm
229 Magnolia St.
Spartanburg, SC 29306
Ryan@thelangleylawfirm.com

To Defendants:

Eric L. Klein
Beveridge & Diamond, P.C.
155 Federal Street, Suite 1600
Boston, MA 02110
eklein@bdlaw.com

Megan R. Brillault
Beveridge & Diamond, P.C.
825 Third Avenue, 16th Floor
New York, NY 10022
mbrillault@bdlaw.com

H. Sam Mabry III
Haynsworth Sinkler Boyd, P.A.
One North Main, 2nd Floor
Greenville, SC 29601
smabry@hsblawfirm.com

55. **Communications with Customers.** Defendants reserve the right to continue communicating with their customers, including persons or entities in the Settlement Class, in the ordinary course of business. To the extent customers initiate communications regarding the

Settlement Agreement, Defendants may confirm the fact of a settlement and refer inquiries to the Settlement Administrator.

56. **Drafting of Agreement.** This Settlement Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. No Party shall be deemed the drafter. The Parties acknowledge that this Settlement Agreement is contractual and the product of negotiations between the Parties and their counsel, and it shall not be construed against any Party because of any Party's role in drafting it.

57. **Cooperation.** The Parties agree to cooperate in good faith to prepare and execute all documents, to seek Court approval of the Settlement, to defend Court approval of the Settlement, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

58. **Disputes.** To the extent any disputes or issues arise with respect to documenting or effecting the Settlement Agreement, the Parties agree to use their best efforts to informally resolve any such disputes or issues; but in the event any such dispute or issue cannot be resolved informally, to bring any such dispute or issue to the Court for resolution.

59. **Standing for Enforcement of Settlement Agreement.** Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of the Plaintiff and Settlement Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to Class Counsel. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional

fee or reimbursement of expenses beyond the attorneys' fees, costs, and expenses determined by the Court.

60. **Confidentiality.**

a. Without prior written consent, the Parties, Class Counsel, Counsel for Defendants, and the Settlement Administrator shall keep strictly confidential and not disclose to any third party any non-public information received during the negotiation or implementation of this Agreement, including all settlement negotiations related to the Action.

b. The confidentiality obligations set forth herein are in addition to and do not limit any other confidentiality obligations that may exist under any other agreement, under any court order, e.g., the May 1, 2024 Confidentiality Order entered in the Action (ECF 161), or by law.

c. These confidentiality obligations shall survive in the event that this Agreement does not become effective or final for any reason, including, without limitation, because of the Court's failure to approve this Agreement.

61. **Public Statements.**

a. No Party or Party's counsel shall make, directly or indirectly, any statements to the media about the Action or this Settlement Agreement, other than statements that are fully consistent with and do not expand upon the public record, this Settlement Agreement, and the Class Notice. No Party or Party's counsel shall make, directly or indirectly, any statements to the press, stating or suggesting that any Party has through this Settlement Agreement prevailed or established the propriety of its claims or defenses or that any other Party has lost on or acknowledged the invalidity of its claims or defenses.

b. No Party shall issue any press release that contains language to which the Parties have not agreed.

c. The Parties and/or their counsel shall make no statements to any third party regarding the Settlement prior to entry by the Court of the Final Approval Order, without the consent of the other Party or its counsel, unless such statements are required by law, including, without limitation, any disclosure obligations imposed on any Released Party by federal or state securities or tax laws. The Released Parties may discuss the Action, including the Settlement Agreement, with their current employees.

d. The Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that mislead or defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Plaintiff or the Released Parties, their employees, directors, and officers. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board of directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, customers and potential clients or customers. The Parties understand and agree that this paragraph is a material provision of this Agreement and that any breach of this paragraph shall be a material breach of this Agreement, and that each Party would be irreparably harmed by violation of this provision.

e. Class Counsel agrees that all extra-judicial statements in regard to the Settlement will comport with the Rules of Professional Conduct. Class Counsel may respond to direct communications from clients or potential clients.

62. **Severability**. Should any of the provisions of this Settlement Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement so long as the settlement and compromise of the Action is not affected by the severance of any such provisions.

63. **Governing Law**. This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, by South Carolina law without application of conflict of laws principles.

64. **Modification**. This Settlement Agreement may not be changed, altered, amended, or modified, except in writing signed by all Parties. The Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties.

65. **Integration; No Waiver Except in Writing**. This Settlement Agreement and its Exhibits contain the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements regarding the same, whether oral or written, and whether by a Party or its counsel or any person, firm, corporation or any other entity, are merged herein. Each Party represents and warrants that it is not relying on any representation not expressly included in this Settlement Agreement. No rights under this Settlement Agreement may be waived except in writing.

66. **Waiver of Implied Covenant of Good Faith and Fair Dealing**. The obligations of the Parties shall be defined solely by the express terms of this Settlement Agreement. The

Parties hereby waive any and all covenants of good faith and fair dealing that might exist or be implied in this Settlement Agreement.

67. **Extensions**. The Parties reserve the right, subject to Court approval, to agree to reasonable extensions of time necessary to carry out any provision of this Settlement Agreement.

68. **Liability Not Admitted; Rule 408**. The Parties expressly acknowledge and agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of Federal Rule of Evidence 408. Without limiting the foregoing, neither this Settlement Agreement nor any related negotiations, statements, or court proceedings shall be construed as, offered as, received as, used as, or deemed to be evidence of, or an admission or concession of any liability or wrongdoing whatsoever on the part of any person or entity, including without limitation the Released Parties, Plaintiff, or the Settlement Class, or as a waiver by the Released Parties, Plaintiff, or the Settlement Class of any applicable privileges, claims or defenses.

69. **Subheadings**. Sub-headings in this Settlement Agreement are for purposes of clarity only and do not modify the terms of this Settlement Agreement.

70. **Waiver**. A waiver by any Party of any breach of this Settlement Agreement shall not be deemed a waiver of any other breach of this Settlement Agreement, whether prior, subsequent, or contemporaneous.

71. **Signatures; Binding Effect**. Each Party warrants that the person executing this Settlement Agreement on behalf of that Party has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, each Party and its respective agents, heirs, executors, administrators, successors, and assigns of the Parties.

72. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, including by electronic signature, each of which shall be deemed to be an original. All counterparts shall constitute one agreement binding on all Parties, regardless of whether all Parties sign the same counterpart, provided that this Settlement Agreement shall have no force or effect unless and until all Parties have executed a counterpart.

[Signature Pages Follow]

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed, on their own behalf or by their duly authorized attorneys, as of the date(s) indicated on the lines below.

Dated: June 4, 2026

Jim Southerlin
President, Pinnacle Waste Services, LLC
Plaintiff

Dated: June 4, 2026

Oscar M Price IV

Oscar M. Price, IV
Class Counsel

Dated: June 4, 2026

T. Ryan Langley
Class Counsel

Dated: June 5, 2026

Waste Connections US, Inc.

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel

Dated: June 5, 2026

Waste Connections of South Carolina, Inc.

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel

Dated: June 5, 2026

Waste Connections of North Carolina, Inc.

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel

Dated: June 5, 2026

Waste Connections Lone Star, Inc.

Name: Patrick J. Shea
Title: Executive Vice President, General Counsel

EXHIBIT A

In the United States District Court for the District of South Carolina, Greenville Division
***Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA**

Settlement Claim Form

If you are a Settlement Class Member and would like to file a claim, your Claim Form must be completed and postmarked to the physical address below or electronically submitted to the Settlement Website on or before [Claims Deadline]. Settlement Class Members will be bound by the Release set forth on the Settlement Website. Please read the full notice at [website] before submitting this form.

PART ONE – CLAIMANT INFORMATION

You must provide the name of the entity making the Claim as well as your name and current contact information below. It is your responsibility to tell the Settlement Administrator if your contact information changes after you submit this form.

____
ENTITY NAME

______________________________ _____________________________________
FIRST NAME LAST NAME

____
TITLE

______________________________ ____________________________
TELEPHONE NUMBER EMAIL ADDRESS

PART TWO – SERVICE ADDRESS

You must provide information about the address to which a Waste Connections Entity[1] provided service below. Note: If eligible to receive a payment from the Settlement Fund, the check will be mailed to the service address provided here unless otherwise indicated below in Part Five.

____
STREET ADDRESS

______________ ______ ____________
CITY STATE ZIP CODE

PART THREE – CLAIM INFORMATION

To make a Claim, you must be able to check the following box:

☐ I am an authorized representative of an entity that receives/received hauling services in the United States from a Waste Connections Entity during the Class Period from August 13, 2018 to [effective date of settlement].

PART FOUR – CLAIMANT ATTESTATION

☐ I declare under penalty of perjury that all the information I have provided on or with this Claim Form is true and correct.

____
SIGNATURE DATE

PART FIVE – CHECKLIST

[1] **"Waste Connections Entity"** means any current, former, or future direct or indirect subsidiary, division, affiliate, or other related business entity of Waste Connections, Inc., including any and all predecessors and successors thereof.

Before submitting this Claim Form, please make sure you have:

1. Completed all fields and provided all information requested fully and accurately in the Claimant Information (Part One), Service Address (Part Two), and Claim Information (Part Three) sections of this Claim Form; and

2. Signed the Claimant Attestation (Part Four). You must sign the Claimant Attestation to be eligible to receive any benefits under the Settlement Agreement.

3. If you would like to provide an alternate address to have your check mailed, please do so here:

____
STREET ADDRESS

_______________	______	_____________
CITY	STATE	ZIP CODE

Please keep a copy of your Claim Form for your records. Additional information may be requested to permit any additional review that may be required. Any Party has the right to challenge the Settlement Administrator's decision denying or approving Claims by submitting a request to the Settlement Administrator, which shall be shared by the Settlement Administrator with Class Counsel and Counsel for Defendants, requesting reconsideration of the Settlement Administrator's decision.

QUESTIONS? VISIT **[WEBSITE]** OR CALL **[NUMBER]** TOLL-FREE

PLEASE DO NOT SEND CLAIM FORMS TO THE ATTORNEYS, THE COURT, THE CLERK OF THE COURT, OR A WASTE CONNECTIONS ENTITY. PLEASE SEND ALL CLAIM FORMS TO THE SETTLEMENT ADMINISTRATOR AT:

By Mail:
[PLACEHOLDER]

By Electronic Submission:
[WEBSITE]

EXHIBIT B

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC. et al., Defendants.	Case No. 7:21-cv-02600-JDA

[PROPOSED] FINAL APPROVAL ORDER

Before the Court is Plaintiff's Motion for Final Approval of the Settlement Agreement by Plaintiff Pinnacle Waste Services, LLC, individually and as representative of the Settlement Class defined below, and Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star") (collectively, "Defendants"). This Court preliminarily approved the Settlement Agreement, including the Settlement Class and the Notice of Settlement, pursuant to the Preliminary Approval Order dated __________ (ECF __).

On ____________, this Court held a Final Approval Hearing where it considered ____ objections that were filed with respect to the proposed Settlement and ____ Settlement Class Members appeared to contest the Settlement. The Final Approval Hearing was held for the following purposes: (i) to finally certify the Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(3) for settlement purposes only; (ii) to determine that the Agreement is fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23; (iii) to find that Notice of Settlement satisfies Rule 23 and due process; (iv) to direct entry of final judgment of dismissal with prejudice against all Settlement Class Members and in favor of Defendants in the Action, without costs to any of the Parties other than as provided for in the Settlement Agreement; (v) to order that each Settlement Class Member fully, finally, and forever settles, releases, relinquishes, waives, and discharges the Released Parties from all Released Claims; (vi) to permanently bar and enjoin all Settlement Class Members from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and the Released Claims; (vii) to determine that all applicable CAFA requirements have been satisfied; (viii) to consider any Class Counsel applications for an award of attorneys' fees, costs, and expenses and Plaintiff's service award; and (ix) to rule upon other such matters as the Court may deem appropriate.

All capitalized words within this order shall have the same meaning as defined in the Settlement Agreement (ECF __).

The Court has reviewed and considered the Settlement Agreement, the record, Plaintiff's Motion for Final Approval, and related filings and arguments in connection therewith, and the Court hereby **FINDS AND ORDERS** as follows:

Certification of Settlement Class & Approval of Settlement Agreement

1. The Federal Rules of Civil Procedure 23(a), 23(b), and 23(e) are satisfied for purposes of the Settlement Agreement. For settlement purposes only, the Court certifies the following Settlement Class, which was preliminarily certified previously:

> All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or

> received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.
>
> Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a Waste Connections Entity in a Rate Regulated Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on **Exhibit F** and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on **Exhibit F**; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

Specifically, the Court finds for settlement purposes only that the Settlement Class described above satisfies the following factors of Fed. R. Civ. P. 23(a) and 23(b)(3):

a. The Settlement Class is so numerous that joinder of all members in a single proceeding would be impracticable;

b. The members of the Settlement Class share common questions of law and fact;

c. The Plaintiff's claims are typical of those of the persons or entities in the Settlement Class;

d. The Plaintiff and Class Counsel have fairly and adequately protected the interests of the Settlement Class;

e. Questions of law and fact common to the Settlement Class predominate over the questions affecting only individual members of the Settlement Class; and

f. Certification of the Settlement Class is superior to other available methods for the fair and efficient adjudication of this controversy.

Thus, the Court approves the Settlement Class.

2. Under Rule 23(e)(2) of the Federal Rules of Civil Procedure, the Court finds that the Settlement is a fair, reasonable, and adequate settlement and compromise of the Claims asserted in the Action and remains appropriate for the reasons set out in the Court's Order Preliminarily Approving Settlement Class and Providing for Notice (ECF __). Specifically, the Court finds:

a. The Settlement Agreement resulted from extensive, non-collusive, arm's length negotiations, made in good faith with the participation of an experienced mediator, Jeff Trueman, Esq., and both Parties were represented by competent and experienced counsel;

b. The Action settled after Defendants had answered the operative complaint (ECF 82) and the Parties had engaged in lengthy adversarial proceedings, with extensive motion practice, including motions to dismiss, motions for summary judgment, and Defendants' motion to deny class certification;

c. Substantial discovery had occurred, and the Parties had nearly completed the discovery;

d. The Parties were represented by experienced counsel;

e. Class Counsel conducted a thorough investigation of the facts and law prior to filing suit and are knowledgeable about the strengths and weaknesses of the case;

f. The strengths of Plaintiff's claims and Defendants' defenses have been vigorously disputed since the beginning of this litigation, and Plaintiff faces risk in continuing to prosecute this action through class certification, summary judgment, trial, and appeal.

g. The Plaintiff and Defendants had sufficient information to evaluate the settlement value of the Action;

h. The relief provided for in the Agreement is substantial and outweighs the significant costs, delay, and risks presented by further prosecution of issues during pre-trial, trial, and possible appeal;

i. If the Settlement had not been achieved, the Parties face the expense, risk, and uncertainty of extended litigation, including the completion of merits and expert discovery, class certification briefing, dispositive motions, trial, post-trial motions, and possible appeals;

j. There is ______ opposition to the Settlement; and

k. There is no evidence that Defendants are in danger of becoming insolvent.

l. Plaintiff and Class Counsel have adequately represented the Settlement Class.

m. At all times, Plaintiff acted independently of Defendants and in the interest of the Settlement Class;

n. The Settlement Agreement has no obvious deficiencies;

o. The Settlement Agreement provides an effective method of distributing relief;

p. The terms of the proposed request for attorneys' fees, costs, and expenses are reasonable;

q. The settling parties have no other agreements;

r. The Settlement Agreement does not improperly grant preferential treatment to Plaintiff and treats persons or entities in the Settlement Class equitably relative to each other;

s. The Notice of Settlement to the Settlement Class as implemented satisfied Rule 23 and due process; and

t. All applicable CAFA requirements have been satisfied.

3. The Court approves the Settlement Agreement and orders that the Settlement Agreement shall be consummated and implemented in accordance with its terms and conditions.

Notice

4. The Settlement Class received proper and adequate notice of the Settlement Agreement, the Final Approval Hearing, Class Counsel's application for attorneys' fees, costs, and expenses and for a service award for Plaintiff, and distribution of the Settlement Fund. This notice was given in accordance with the Order Preliminarily Approving Settlement Class and Providing for Notice (ECF __).

5. **Approval of Class Notice.** The Settlement Administrator has filed proof of completion of the Notice Plan. The Court finds that the Notice of Settlement was sufficient and adequate and was consistent with the Notice Plan, the Settlement Agreement, and the Preliminary Approval Order. The Notice (i) was appropriate under the circumstances; (ii) constituted notice that was concise, clear, and in plain, easily understood language and was reasonably calculated, under the circumstances, to apprise persons or entities in the Settlement Class of the pendency and nature of the Action, the claims, issues, and defenses of the Settlement Class, the definition of the Settlement Class certified, their right to request exclusion from (opt out of) the proposed Settlement and the Settlement Class as well as the timing and manner to do

so, their right to object to the proposed Settlement Agreement, their right to appear at the Final Approval Hearing, through counsel if desired, and the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3); (iii) gave persons or entities in the Settlement Class a reasonable time to request exclusion from (opt out of) the proposed Settlement and Settlement Class or present objections to the proposed Settlement; (iv) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice; and (v) 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.

Requests for Exclusion

6. The Settlement Class overwhelmingly supports the Settlement. Only ___ persons/entities in the Settlement Class filed Requests for Exclusion. Exhibit ___ to this Final Approval Order is the list of the putative persons or entities in the Settlement Class who timely and properly requested exclusion from (opted out of) the Settlement Class and Settlement.

Objections

7. The Court has considered all objections made in the time and manner provided in the Preliminary Approval Order and hereby overrules all objections to the fairness, adequacy, or reasonableness of the Settlement. All Settlement Class Members who objected to the Settlement and did not submit a timely and valid Request for Exclusion from the Settlement Class are hereby bound by this Order and the terms of the Agreement, including the release of all Released Claims as set forth in the Settlement Agreement.

Settlement Fund

8. The Court hereby grants Class Counsel's request for an award of reasonable attorneys' fees in the Action in the amount of $_________. The Court further grants Class Counsel's application for reimbursement of costs and expenses in the amount of $_________.

9. The Court hereby grants Plaintiff's request for a service award to Plaintiff Pinnacle Waste Services, LLC in the amount of $_________ as compensation for its role as the Class Representative and for the responsibility and work attendant to that role.

10. Pursuant to the Settlement Agreement, the Net Settlement Fund shall be distributed in equal shares per approved Claim, as set forth in the Settlement Agreement.

11. The Net Settlement Fund shall be allocated and distributed within thirty (30) days after the Effective Date to Claimants who submit valid Claims.

Release and Dismissal

12. **Release.** Upon the Effective Date, Plaintiff and Settlement Class Members (including each of their respective successors, heirs, beneficiaries, executors, administrators, assigns, and representatives) shall be conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims as specified in the Settlement Agreement.

13. **Permanent Bar.** With this Order, Plaintiff and Settlement Class Members are permanently barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if Plaintiff or any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and the

Released Claims, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of attorneys' fees, costs, and expenses and whether or not the objections of such Settlement Class Members have been sustained or overruled.

14. **Dismissal with Prejudice**. The Court directs the Released Claims in the Action are hereby dismissed as to Defendants in their entirety with prejudice, each party to bear its own costs, except as expressly provided herein. All claims in the Action as they relate to Defendants are dismissed. Nothing herein is intended to waive or prejudice the rights of persons or entities in the Settlement Class who have submitted timely and valid Requests for Exclusion.

15. **Permanent Injunction Regarding Released Claims**. The terms of the Agreement and of this Order shall be forever binding on the Parties and Settlement Class Members, and those terms shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained against any of the Released Parties to the extent those claims, lawsuits, or other proceedings involve the Released Claims.

Other Provisions

16. **Jurisdiction**. Venue in this Court is proper. This Court has jurisdiction to enter this Final Approval Order. The Court has subject matter jurisdiction over the Action, including the claims against Defendants.

17. **Continuing Jurisdiction**. Without affecting the finality of this Order in any way, the Court hereby specifically retains exclusive jurisdiction over the Action, the Parties, and the Settlement Class Members as well as interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement, this Order, and for any other necessary purpose. Any disputes or controversies arising with respect to the interpretation,

administration, implementation, effectuation, and enforcement of the Settlement Agreement must be presented by motion to the Court.

18. **Non-Admission of Liability**. Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements, or proceedings, shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Defendants, Plaintiff, or the Settlement Class Members. This Order is not a finding of the validity of any claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, nor any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties, and only by the Parties, in a proceeding to enforce the Settlement Agreement except that Defendants and/or Released Parties may also file the Final Judgment from the Action in any other action that may be brought against it or 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.

19. **Attorney Fees, Costs, and Expenses/Service Award Orders.** Any subsequent court order regarding Class Counsel's motion for an award of attorneys' fees, costs, and expenses and a service award for Plaintiff shall in no way disturb or affect this Final Approval Order. Reversal or modification on appeal of any order concerning Class Counsel's motion for an award of attorneys' fees, costs, and expenses or a service award for the Plaintiff shall not

affect the finality of the Final Approval Order and shall not constitute grounds for canceling or terminating the Settlement.

20. **Implementation of Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

21. **Effect on Agreement.** This Order does not modify, or condition approval on any modification of, any term in the Settlement Agreement. The Court expressly recognizes that this Order does not modify any rights of the Parties to terminate, cancel, or otherwise rescind the Settlement Agreement pursuant to its terms.

22. **Modifications.** The Court may approve modifications to the Settlement Agreement as explicitly agreed upon in writing by the Parties, without further notice to the Settlement Class, where to do so would not impair the rights of persons or entities in the Settlement Class in a manner inconsistent with Federal Rule of Civil Procedure 23 and due process.

23. **Reasonable Extensions.** Without further order of this Court, the Parties may mutually agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

IT IS SO ORDERED.

Dated: ____________, 2026

____
Jacquelyn D. Austin
United States District Court Judge

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC. et al., Defendants.	Case No. 7:21-cv-02600-JDA

[PROPOSED] FINAL JUDGMENT ORDER

Before the Court is Plaintiff's Motion for Final Approval of Class Action Settlement and Entry of Final Judgment (ECF __) by Plaintiff Pinnacle Waste Services, LLC, individually and as representative of the Settlement Class, and Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. (collectively, "Defendants") as well as Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Expenses and a Service Award (ECF __). This Court preliminarily approved the Settlement Agreement, including the Settlement Class and the Notice of Settlement, pursuant to the Preliminary Approval Order dated __________ (ECF __). After a Final Approval Hearing with respect to the class action settlement on __________, the Court entered the Final Approval Order, finding and concluding that the Settlement Class is certified for settlement purposes only, the Settlement and its terms are fair, reasonable, and adequate, and the Notice of Settlement satisfies Rule 23 and due process. (ECF __).

Based on the foregoing, **IT IS HEREBY ORDERD**:

1. The Court approves the Settlement and its terms as fair, reasonable, and adequate, and Plaintiff's Motion for Final Approval of Class Action Settlement and Entry of Final Judgment (ECF __) is **GRANTED**.

2. The Court **GRANTS** Plaintiff's motion for approval of attorneys' fees, costs, and expenses for Class Counsel (ECF __) in the amount of ________.

3. The Court **GRANTS** Plaintiff's motion for a service award (ECF __) in the amount of ________.

4. Epiq Class Action & Claims Solutions, Inc. is appointed to act as the Settlement Administrator pursuant to the terms of the Settlement Agreement.

5. By means of this Order, this Court hereby enters final judgment in this action, as defined by Fed. R. Civ. P. 58(a).

6. Without affecting the finality of this final judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Order and the settlement. *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 380-82 (1994).

7. The parties are hereby ordered to implement and comply with the terms of the Settlement.

8. The Released Claims in the Action are hereby dismissed as to Defendants in their entirety with prejudice, each party to bear its own costs, except as expressly provided in the Final Approval Order. All claims in the Action as they relate to Defendants are dismissed.

IT IS SO ORDERED.

Dated: _________, 2026

____
Jacquelyn D. Austin
United States District Court Judge

EXHIBIT D

United States District Court for the District of South Carolina

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO THE PROPOSED SETTLEMENT OF A CLASS ACTION AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

The District Court has authorized this Notice of Settlement. It is not a solicitation from a lawyer.

This Notice of Settlement does not, however, constitute the findings of the Court. It should not be understood to be an expression of the Court's views on the merits of any claim or defense raised by the parties.

Your Legal Rights and Options in This Settlement:		**Deadlines**
Submit a Claim Form	The only way to receive a payment.	Submitted/Postmarked by: ____________, 20YY
Exclude Yourself	You will not receive a payment. This is the only option that allows you to start, continue, or be part of any other lawsuit against Waste Connections Entities[1] concerning the legal claims in this case.	Postmarked by: ____________, 20YY
Object	Write to the Court explaining why you object to the settlement.	Submitted/Postmarked by: ____________, 20YY
Attend a Hearing	A chance to speak in Court about the fairness of the settlement.	____________, 20YY
Do Nothing	Receive no payment and give up your rights.	N/A

I. What is this notice about?

This Notice of Settlement is being sent to notify you of a settlement of a class action lawsuit ("the Action") filed in the United States District Court for the District of South Carolina, Greenville Division, entitled *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.), alleging, among other things, that Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. (collectively, "Defendants") as well as other subsidiaries and affiliates of Waste Connections, Inc. imposed rate increases and fuel surcharge fees on customers without contractual basis. The operative Complaint in the Action alleges claims for breach of contract, unjust enrichment, and breach of the duty of good faith and fair dealing. Defendants and all other subsidiaries and affiliates of Waste Connections, Inc. deny all allegations in the Action and any wrongdoing or liability.

On ____________, the Court preliminarily approved a settlement of the Action. The purpose of this Notice of Settlement is to inform you of the Action and the proposed Settlement.

II. What is a class action lawsuit?

A class action lawsuit is a legal action in which one or more people represent a large group, or class of people. The purpose of a class action lawsuit is to resolve at one time similar legal claims of the members of the group.

[1] "Waste Connections Entity" means any current, former, or future direct or indirect subsidiary, division, affiliate, or other related business entity of Waste Connections, Inc., including any and all predecessors and successors thereof.

III. Who is in the Settlement Class?

On __________, the Court certified the following Settlement Class:

> All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.
>
> Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a Waste Connections Entity in a Rate Regulated Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on **Exhibit F** and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on **Exhibit F**; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

IV. What are the terms of the proposed Settlement and how do I receive a settlement payment?

Defendants have agreed to pay One Million, Four-Hundred Thousand Dollars (USD) ($1,400,000.00) to settle the Action and related attorneys' fees, costs, and expenses and any service award approved by the Court.

Any Settlement Class Member that wishes to submit a Claim must timely complete, sign, and submit a Claim Form. Claim Forms will be able to be completed and submitted on the Settlement Website at __________. Paper copies of Claim Forms can be downloaded from the Settlement Website and then submitted by mail to the Settlement Administrator at ____________. The Claim Form must be postmarked or electronically submitted to the Settlement Website by ____________. If you do not submit a complete and signed Claim Form by ____________, you will not receive any settlement payment, but you will still be bound by the release in the Settlement and the judgment dismissing the Action with prejudice.

If the Settlement is approved, your settlement payment (less applicable withholding and deductions) will be mailed to you at the address Defendants have on file or that is otherwise made known to the Settlement Administrator. The check will expire after ninety (90) days.

You may be subject to state and/or federal taxes on your settlement payments, including income taxes and payroll taxes, as well as other regular deductions. You are responsible for all taxes that may be due on your settlement payment, and you should consult with your own accountants or other tax professionals to determine what, if any, taxes may be owed.

V. Why is there a proposed Settlement?

The Court has not decided in favor of either side in the Action. Plaintiff and Class Counsel believe the claims have merit. Defendants deny all allegations of wrongdoing or liability against them whatsoever and further contend that their conduct was lawful. Defendants are settling to avoid the expense, inconvenience, and inherent risk of litigation with respect to the Action. Plaintiff and Class Counsel believe that the proposed settlement is in the best interest of the Settlement Class because it provides appropriate recovery for Settlement Class Members now, while avoiding the risk, expense, and delay of pursuing the case through trial and any appeals, including the possibility of no recovery at all.

VI. When and where is the Final Approval Hearing?

The Final Approval Hearing has been set for ____________ before the Honorable Jacquelyn D. Austin of the United States District Court for the District of South Carolina, in the Carroll A. Campbell, Jr. U.S. Courthouse, 250 East North Street Greenville, South Carolina 29601. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check ahead. At the Final Approval Hearing, the Court will hear any comments from the parties or objections timely submitted to the Court concerning the fairness of the proposed Settlement, including the amount requested for attorneys' fees, costs, and expenses and any service award to the Class Representative. At this hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will also consider how much Class Counsel may receive in fees and reimbursement for their costs and expenses and how much the Class Representative may receive as a service award, all to be paid from the Settlement Amount. If there are objections or comments timely submitted to the Court, the Court will consider them at this time.

You do not need to attend the Final Approval Hearing to remain a Settlement Class Member or to obtain any benefits under the proposed Settlement. You or your own personal attorney may attend the hearing if you wish, at your own expense. You do not need to attend this hearing to have a properly submitted and served a written objection to be considered by the Court. After the hearing, the Court will decide whether to approve the Settlement.

VII. How do I request to be excluded from the Settlement?

If you would like to be excluded from the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below. Your Request for Exclusion must be postmarked no later than ____________. Your Request for Exclusion must clearly state that you want to be excluded from the Settlement, for example by stating, "[Person or Entity Name] requests to be excluded from the class action Settlement," or by using similar clear and unambiguous language. Your Request for Exclusion must also include your printed name, current address, telephone number, email address (if any), the address where solid waste collection services were rendered during the Class Period by a Waste Connections Entity, and the actual written signature of your authorized representative. Requests for Exclusion may be submitted only on an individual basis.

To Settlement Administrator:
[Settlement Administrator address]

If you do not submit a timely and valid written Request for Exclusion, you will remain in the Settlement Class and will be bound by all subsequent proceedings, orders, and judgments in this Action, including the Release, the Final Approval Order, and the Final Judgment, even if you have litigation pending, or later initiate litigation, against any Released Party relating to the Released Claims.

VIII. How can I object to the Settlement?

You can comment in opposition to the proposed Settlement, including the amount requested for attorneys' fees, costs, and expenses and any service award to the Class Representative, which is known as an objection, and you have the right to appear before the Court to express your opposition. Your written objection in opposition to the Settlement must be submitted in writing directly to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) so that it is postmarked on or before ___________ to the following address:

Clerk of the Court
United States District Court
District of South Carolina
Carroll A. Campbell, Jr. U.S. Courthouse
250 East North Street
Greenville, South Carolina 29601
RE: *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA

Copies to be served to the following addresses as well:

To Class Counsel:

Oscar M. Price
Nicholas W. Armstrong
PRICE ARMSTRONG, LLC
1919 Cahaba Road
Birmingham, AL 35223

T. Ryan Langley
Langley Law Firm
229 Magnolia St.
Spartanburg, SC 29306

To Counsel for Defendants:

Eric L. Klein
Beveridge & Diamond PC
155 Federal Street, Suite 1600
Boston, MA 02110

H. Sam Mabry III
Haynsworth Sinkler Boyd, P.A.
One North Main, 2nd Floor
Greenville, SC 29601

To Settlement Administrator:
[Settlement Administrator address]

Any Settlement Class Member may present a detailed written statement of the objection(s) and the aspect(s) of the Settlement being challenged, as well as the specific reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention. To be valid and considered by the Court, any such written objection must also state:

(1) the Settlement Class Member's printed name, address, telephone number, and email address (if any);

(2) evidence showing that the objector is a Settlement Class Member, including the address of the location where solid waste collection services were rendered by a Waste Connections Entity;

(3) any other supporting papers, materials, or briefs that the objecting Settlement Class Member wishes the Court to consider when reviewing the objection;

(4) the actual written signature of the authorized representative of the Settlement Class Member making the objection; and

(5) a statement whether the objecting Settlement Class Member and/or its counsel intend to appear at the Final Approval Hearing.

A Settlement Class Member may object on its own behalf or through an attorney; however, even if represented, the Settlement Class Member must sign the objection through an authorized representative, and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Any lawyer who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no less than twenty (20) days before the Final Approval Hearing.

If the Settlement Class Member or the attorney appearing on its behalf in connection with this objection has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which the Settlement Class Member and/or such attorney filed an objection, identified by caption, court, and case number, and for each case, the disposition of the objection.

Any objector that submits and serves a timely written objection as described above may appear at the Final Approval Hearing, through counsel or through an authorized representative (if permitted by the Court), to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement on the basis set forth in the written objection. If you make your objection or appearance at the Final Approval Hearing through an attorney, you will be responsible for your personal attorney's fees and costs.

If you do not object as described above, you will be deemed to have released the claims at issue against Defendants as explained below and will otherwise be bound by the proposed Settlement.

IX. What happens if you do nothing?

If you do nothing, you will not receive any money from this settlement. Unless you exclude yourself, you will give up your right to start a lawsuit, continue a lawsuit, or participate in any other lawsuit against the Released Parties (defined below) concerning the legal claims in this case.

X. What is the effect of final settlement approval?

IF THE COURT APPROVES THE PROPOSED SETTLEMENT AFTER THE FINAL APPROVAL HEARING, IT WILL ENTER A JUDGMENT DISMISSING THE LAWSUIT WITH PREJUDICE AND RELEASING ALL RELATED CLAIMS AGAINST DEFENDANTS BASED ON THE ALLEGATIONS IN THE LAWSUIT, AND THE PROPOSED SETTLEMENT WILL BE YOUR SOLE MECHANISM FOR OBTAINING ANY RELIEF FROM DEFENDNATS WITH RESPECT TO THESE CLAIMS.

Plaintiff and each Settlement Class Member and, to the extent acting or asserting rights in such capacity or on behalf of, or derived from the rights of, Plaintiff or a Settlement Class Member, each of their respective predecessors, successors, assigns, parents, subsidiaries, affiliates, divisions, officers, directors, shareholders, members, managers, partners, principals, agents, representatives, and employees, and any person or entity claiming by, through, or under any of them will release and forever discharge Defendants, Waste Connections, and each and every Waste Connections Entity, and each of their respective past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, and all of their past, present, and future directors, officers, managers, members, employees, agents, servants, representatives, attorneys, accountants, advisors, consultants, insurers and reinsurers, shareholders, investors, owners, trustees, principals, fiduciaries, general and limited partners, joint ventures, administrators, and contractors, subcontractors, vendors, and other service providers (including sub-vendors) (collectively, the "Released Parties") of: any and all claims, causes of action, demands, debts, suits, liabilities, obligations, damages, entitlements, losses, judgments, costs, expenses, actions, rights, and remedies of any kind, nature and description, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent at law or in equity, that Plaintiff or any Settlement Class Member (including each of their respective successors, heirs, estates, beneficiaries, executors, administrators, assigns, representatives, agents, attorneys, trustees, guardians, conservators, affiliates, and anyone claiming by, through, or on behalf of any of them) ever had, now has, or may have against any Released Party during the Class Period, arising out of, based upon, relating to, or in any way connected with:

(i) the pricing of and any fees and charges imposed by any Waste Connections Entity to any Settlement Class Member as well as any adjustments thereto;

(ii) any pricing, rate adjustments, fees, surcharges, fuel or environmental charges, administrative charges, or any other amounts billed, charged, assessed, collected, or paid by any Settlement Class Member to any Waste Connections Entity;

(iii)any alleged misrepresentation, omission, concealment, or other communications or disclosures concerning or related to any such pricing, charges, or any other amounts billed, charged, assessed, collected, or paid; and/or

(iv) the facts, transactions, events, practices, and conduct alleged in, that were or could have been alleged in, or that relate to the claims or defenses asserted in the Action, including without limitation any claims that were or could have been asserted in the Action under any federal, state, or local statute, regulation, ordinance, or common law, and under any legal or equitable theory.

Notwithstanding the foregoing, "Released Claims" do not include (i) claims for personal injury, wrongful death, or property damage (including subrogation for the same); (ii) any claim to enforce this Settlement Agreement; and (iii) claims based solely on conduct occurring after the Effective Date.

If the proposed Settlement is not approved, the case will proceed as if no settlement had occurred. There can be no assurance that if the Settlement is not approved and the case resumes that persons or entities in the Settlement Class will recover more than what is provided for under the Settlement or will recover anything at all.

XI. Who represents the Settlement Class?

The Court appointed the following lawyers ("Class Counsel") as counsel for the Settlement Class:

Oscar M. Price Nicholas W. Armstrong PRICE ARMSTRONG, LLC 1919 Cahaba Road Birmingham, AL 35223 oscar@pricearmstrong.com nick@pricearmstrong.com	T. Ryan Langley Langley Law Firm 229 Magnolia St. Spartanburg, SC 29306 Ryan@thelangleylawfirm.com

From the beginning of the case to the present, Class Counsel has not received any payment for their services in pursuing this case or in obtaining this proposed Settlement, nor have they been reimbursed for any out-of-pocket costs they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees in an amount of up to $466,666.00, for reimbursement of costs and expenses incurred in the action of up to $75,000.00, and for a service award to the Plaintiff in an amount of up to $35,000.00. If the Court approves Class Counsel's motion for attorneys' fees, costs, and expenses and a service award for the Plaintiff, Class Counsel and the Plaintiff will be paid from the Settlement Fund. Settlement Class Members will not have to pay anything directly toward the attorneys' fees, costs, or expenses of Class Counsel. You do not need to hire your own lawyer because Class Counsel is working on your behalf and will seek final approval of the Settlement on behalf of the Settlement Class Members. You may hire your own lawyer to represent you in this case if you wish, but it will be at your own expense.

XII. Where can I get more information about the Action and the proposed Settlement?

This notice provides only a summary of the matters relating to the Settlement. More detailed information is provided in the Settlement Agreement and on the Settlement Website. To see the complete case file, including the Settlement Agreement and all other documents filed in the Action, you may examine the court file at the office of the Clerk of the Court in the Carroll A. Campbell, Jr. U.S. Courthouse, 250 East North Street, Greenville, South Carolina 29601.

PLEASE DO NOT CONTACT THE COURT (INCLUDING THE CLERK OF THE COURT OR THE JUDGE) OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR THE ACTION.

Dated: ______________________________

BY ORDER OF THE UNITED STATES DISTRICT COURT

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Pinnacle Shortform Notice (via Postcard)

Front of Postcard

Epiq Class Action & Claims Solutions, Inc.,
Pinnacle Settlement Administrator
[Insert Address]

If you are a current or former customer of a Waste Connections Entity, you may be entitled to benefits from a class action settlement.

A settlement has been proposed in a class action filed in the United States District Court for the District of South Carolina, Greenville Division, entitled *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-02600-JDA ("the Action") against Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. (collectively, "Defendants"). This case concerns allegations that Defendants imposed rate increases and fuel surcharges without contractual basis. Defendants deny all allegations in the Action and any wrongdoing or liability.

Back of Postcard

Who's in the Settlement? You are receiving this notice as records indicate you may be a class member. The Settlement Class is defined as:

All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period. A list of persons or entities excluded from the Settlement Class can be found at ____________.

What does the Settlement Provide? Each Settlement Class Member who submits a timely and valid Claim during the Claim Period is eligible to receive a payment from the Settlement Fund via check.

What are Your Options?

File Claim Form by ________, 20YY. If you do not opt out and are a Settlement Class Member, you must fill out and submit a Claim Form to receive a benefit. You can file your claim online at __________. You can also download a paper Claim Form from the Settlement Website and mail it to the Settlement Administrator at __________. The Claim Form must be postmarked or electronically submitted to the Settlement Website by ________.

Opt-Out or Object by __________, 20YY. If you would like to keep your right to sue, you must exclude yourself. If you exclude yourself, you will not recover anything from this Settlement. If you do not exclude yourself, you may object to the Settlement. The Settlement Website explains how to opt-out or object.

Attend the Final Approval Hearing on __________, 20YY at [insert time]. The Court will hold a Final Approval Hearing to consider whether the Settlement is fair, adequate, and reasonable and whether it should be finally approved. If there are any objections, the Court will consider them at that time. If approved, the Settlement will be binding on all Settlement Class Members. The Court will also consider Class Counsel's motion for attorneys' fees, costs, and expenses and a service award. You may appear at the hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. The date and time of the hearing may be changed by the Court.

Do Nothing. If you do nothing, you will give up your legal rights to sue the Released Parties about the Released Claims in this lawsuit and will be bound by the Settlement, any judgment, and orders. You will not receive a payment.

This notice summarizes the proposed Settlement. More information on the lawsuit and your rights are available at __________ or by calling toll-free ____________.

EXHIBIT E

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC. et al., Defendants.	Case No. 7:21-cv-02600-JDA

[PROPOSED] ORDER PRELIMINARILY APPROVING
SETTLEMENT CLASS AND PROVIDING FOR NOTICE[1]

Before the Court is Plaintiff's Motion for Preliminary Approval of the class action Settlement Agreement ("Settlement Agreement" or "Agreement") by Plaintiff Pinnacle Waste Services, LLC ("Pinnacle" or "Plaintiff"), individually and as representative of the Settlement Class defined below, and Defendants Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star") (collectively, "Defendants").

Pinnacle, on behalf of itself and the Settlement Class, and Defendants have agreed to settle all claims asserted against Defendants in this Action with prejudice on the terms and conditions in the Settlement Agreement, subject to approval of this Court.

Plaintiff seeks an order from the Court: (i) preliminarily approving the Settlement as fair, reasonable, and adequate; (ii) preliminarily certifying, for settlement purposes only, the Settlement Class under Rule 23; (iii) determining that the Notice of Settlement satisfies Rule 23

[1] All capitalized words within this Order shall have the same meaning as defined in the Settlement Agreement.

and due process; (iv) approving the Notice Plan and directing that Notice of Settlement be disseminated to the Settlement Class; (v) approving the procedures for persons or entities in the Settlement Class to request exclusion from the Settlement Class or object to the Settlement; (vi) preliminarily appointing, for settlement purposes only, Class Counsel; (vii) preliminarily appointing, for settlement purposes only, Plaintiff as Class Representative; (viii) appointing Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Settlement Administrator; and (ix) scheduling a Final Approval Hearing to consider final approval of the Settlement and any applications for attorneys' fees, costs, and expenses as well as a service award for Plaintiff pursuant to the Settlement Agreement.

Plaintiff filed the Motion for Preliminary Approval of the Settlement on June 8, 2026, and pursuant to Rule 23 of the Federal Rules of Civil Procedure, requested the Court enter an order preliminarily approving the Settlement, preliminarily certifying, for settlement purposes only, the Settlement Class, and authorizing notice to the Settlement Class. The Court has reviewed and considered the Settlement Agreement, Plaintiff's Motion for Preliminary Approval, and related filings and arguments in connection therewith, and for good cause, finds the Motion should be **GRANTED**.

The Court hereby **ORDERS** the following:

1. Fed. R. Civ. P. 23(a), 23(b), and 23(e) are satisfied for purposes of preliminary approval of the Settlement Agreement only. The Court preliminarily approves the Settlement Agreement as fair, reasonable, and adequate.

2. Notice of the Settlement should be directed to the Settlement Class, the Settlement Class should be conditionally certified, for settlement purposes only, Price Armstrong, LLC and Langley Law Firm should be appointed as Class Counsel, Plaintiff should

be appointed as Class Representative, Epiq should be appointed as Settlement Administrator, and a Final Approval Hearing should be set.

Terms of the Proposed Settlement

3. Defendants will pay One Million, Four-Hundred Thousand Dollars (USD) ($1,400,000.00) into the Settlement Fund by depositing the Settlement Amount into the Escrow Account within ten (10) business days after the Effective Date. The Settlement Fund will be administered and distributed in accordance with the Settlement Agreement. After deduction of (i) any Court-ordered attorneys' fees, costs, and expenses to Class Counsel, (ii) any Court-ordered service award to Plaintiff, (iii) the costs of notice and administration expenses of the Settlement Fund, (iv) all applicable taxes, and (v) any other approved fees, costs, and expenses, the Net Settlement Fund will be distributed within thirty (30) days after the Effective Date to Claimants who submit timely and valid Claims, in equal shares per approved Claim. Only one Claim may be submitted per distinct service address, regardless of the number of accounts at that address.

4. To receive payment, a Claimant must timely submit a completed and signed Claim Form under penalty of perjury, either online through the Settlement Website or by mail. The Settlement Administrator will review Claims, issue deficiency notices as needed, and provide thirty (30) days to cure any deficiencies.

5. Any attorneys' fees, costs, and expenses will be paid only after the Effective Date as defined in the Settlement Agreement and only by approval of the Court, which will consider any request for attorneys' fees, costs, and expenses by Class Counsel in conjunction with the Court's consideration of request for entry of the Final Approval Order.

Certification of the Settlement Class

6. For settlement purposes only, the Court finds that preliminarily certification of the following Settlement Class is appropriate under Fed. R. Civ. P. 23:

> All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.
>
> Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a Waste Connections Entity in a Rate Regulated Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on Exhibit F and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on Exhibit F; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

The Court finds that it will likely be able to certify the Settlement Class for purposes of entering the Final Approval Order of the Agreement. Specifically, the Court preliminarily finds for settlement purposes only that the Settlement Class is likely to meet the numerosity, commonality, typicality, and adequacy requirements of Fed. R. Civ. P. 23(a) and the predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

Preliminary Approval of the Settlement

7. "Preliminary approval of a class action settlement should be granted when the preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness

or other obvious deficiencies such as unduly preferential treatment of class representatives or of segments of the class or excessive compensation for attorneys and appears to fall within the range of possible approval." *Temp. Servs., Inc. v. Am. Int'l Grp., Inc.*, 2012 WL 13008138, at *5 (D.S.C. July 31, 2012).

8. The Fourth Circuit has directed courts to assess the following factors in evaluating the "fairness" of a settlement, and whether the settlement was reached as a result of good-faith bargaining at arm's length:

a. The posture of the case at the time settlement was proposed;

b. The extent of discovery that had been conducted;

c. The circumstances surrounding the negotiations; and

d. The experience of counsel in the area of class action litigation.

In re Jiffy Lube Secs. Litig., 927 F.2d 155, 159 (4th Cir. 1991).

9. With respect to the "adequacy" of a settlement, the Fourth Circuit directs courts to assess the following factors:

a. The relative strength of the plaintiffs' case on the merits;

b. The existence of any difficulties of proof or strong defenses the plaintiffs are likely to encounter if the case goes to trial;

c. The anticipated duration and expense of additional litigation;

d. The solvency of the defendants and the likelihood of recovery on a litigated judgment; and

e. The degree of opposition to the settlement.

Id.

10. Under the *Jiffy Lube* factors, the Court finds that it "will likely be able to" grant final approval of the Settlement Agreement as "fair, reasonable, and adequate," so as to warrant giving notice to the proposed Settlement Class.

a. The Settlement Agreement has no obvious deficiencies.

b. The Settlement Agreement appears to have been reached in good faith, at arm's length, and without any collusion. The Parties have engaged in lengthy adversarial proceedings, with extensive motion practice on motions to dismiss, motions for summary judgment, and Defendants' motion to deny class certification. The Parties had substantially completed discovery. Thus, the Parties were fully informed of their respective positions and of the evidence, or lack thereof, in support of such positions. The settlement negotiations were conducted with the assistance of an experienced mediator, Jeff Trueman, Esq., and both Parties were represented by competent and experienced counsel. Accordingly, each of the *Jiffy Lube* factors supports finding the Settlement Agreement reached by the Parties is fair.

c. The Settlement Agreement also appears adequate because it provides substantial relief to the Settlement Class. The strengths of Plaintiff's claims and Defendants' defenses have been vigorously disputed since the beginning of this litigation, and Plaintiff faces risk in continuing to prosecute this action through class certification, summary judgment, trial, and appeal. All Parties will incur substantial expenses in continuing to try this complex case through the completion of merits and expert discovery, class certification briefing, dispositive motions, trial, post-trial motions, and possible appeals. The proposed Settlement will provide substantial relief to the Settlement Class quickly. On the remaining *Jiffy Lube* factors, there is no evidence that Defendants are in danger of becoming insolvent, and due to the preliminary nature of this motion, the Court is unaware of any opposition to the Settlement.

11. Having weighed the relevant factors, and in light of all the foregoing, the Court finds that the Settlement Agreement is fair, reasonable, and adequate under Rule 23, and therefore will grant preliminary approval to the proposed Settlement Agreement. The Court finds that Notice of Settlement should be given to the Settlement Class and the Settlement Class should be given an opportunity to be heard regarding final approval of the Settlement and other matters at a Final Approval Hearing set under Fed. R. Civ. P. 23(e).

Appointment of Interim Class Counsel and Class Representative

12. Price Armstrong, LLC and Langley Law Firm are provisionally appointed as Class Counsel under Fed. R. Civ. P. 23(g)(3).

13. Pinnacle Waste Services, LLC is preliminarily appointed as Class Representative.

Appointment of the Settlement Administrator

14. Epiq is appointed as the Settlement Administrator. Epiq will implement the Notice Plan, as described in Section VI of the Settlement Agreement and this Order, process Claims, and comply with all notice and administrative duties assigned to it in the Settlement Agreement, this Order, and subsequent orders the Court may enter in this case.

Notice to the Settlement Class

15. The Court approves the form and content of the Notice of Settlement and finds that the mailing and distribution of the Notice of Settlement for the proposed Settlement, substantially in the forms attached as **Exhibit D** to the Settlement Agreement (a) is appropriate under the circumstances; (b) constitutes notice that is concise, clear, and in plain, easily understood language and reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of the Action, the claims, issues, and defenses of the Settlement Class, the definition of the Settlement Class certified, the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3), their right to request exclusion from (opt out of) the proposed Settlement and the Settlement Class as well as the timing and manner to do so, their right to object to the Settlement, and of their right to appear at the Final Approval Hearing, through counsel if desired; (c) gave persons or entities in the Settlement Class a reasonable time to request exclusion from (opt out of) the proposed Settlement and Settlement Class or present objections to the proposed Settlement; (d) was reasonable and constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Final Approval Hearing shall be included in the Notice of Settlement before it is mailed and published.

CAFA Notice

16. As provided in the Settlement Agreement, the Settlement Administrator is required to serve the notice required under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715 et seq. ("CAFA") substantially in the form as that attached as **Exhibit I** to the Settlement

Agreement, no later than ten (10) calendar days following the filing of the Settlement Agreement with the Court. The Court finds that such notice satisfies the requirements of CAFA § 1715. At least seven (7) calendar days before the Final Approval Hearing, the Parties shall file with the Court proof, by affidavit or declaration, of compliance with CAFA § 1715(b).

Procedures for Requests for Exclusion from the Settlement Class

17. Any person or entity in the Settlement Class, aside from the Class Representative, has the right to opt out of the Settlement pursuant to the process set forth in the Settlement Agreement.

18. A valid Request for Exclusion will be postmarked on or before the Objection and Opt-Out Deadline and state that "[Person or Entity Name] requests to be excluded from the class action Settlement" (or substantially similar clear and unambiguous language). It must include the following information: the person or entity's printed name, current address, telephone number, email address (if any), and the address where solid waste collection services were rendered by a Waste Connections Entity. The Request for Exclusion must contain the actual written signature of the person or an authorized representative of the entity.

19. Requests for Exclusion can only be made on an individual basis.

20. Any person or entity in the Settlement Class that does not submit a valid and timely written Request for Exclusion shall be a Settlement Class Member and bound by all subsequent proceedings, orders, and judgments in this Action, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending, or subsequently initiates litigation, against any Released Party relating to the Released Claims.

21. A person or entity in the Settlement Class that opts out may, on or before the Objection and Opt-Out Deadline, withdraw their Request for Exclusion by submitting a written request to the Settlement Administrator stating its desire to revoke its Request for Exclusion, together with the written signature of any authorized representative of that entity.

22. Any statement or submission purporting or appearing to be both an objection and a Request for Exclusion shall be treated as a Request for Exclusion.

23. The Objection and Opt-Out deadline shall be forty-five (45) days after the Notice Date.

24. Not later than seven (7) days after the Objection and Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Counsel for Defendants a complete list of opt-outs together with copies of the Requests for Exclusion and any other related information.

<u>Procedures for Objections to Settlement</u>

25. Any Settlement Class Member that does not submit a written Request for Exclusion may present a written objection to the Settlement, the request for attorneys' fees, costs, and expenses, or the request for a service award for the Plaintiff. The objection must explain why the Settlement Class Member believes that the Settlement should not be approved by the Court as fair, reasonable, and adequate. A Settlement Class Member that wishes to submit an objection must do so directly with the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) so that it is postmarked on or before the Objection and Opt-Out Deadline and must submit a detailed written statement of the objection(s) and the aspect(s) of the Settlement being challenged, as well as the specific

reasons, if any, for each such objection, including any evidence and legal authority that the Settlement Class Member wishes to bring to the Court's attention.

26. The written statement shall contain (i) the Settlement Class Member's printed name, address, telephone number, and email address (if any); (ii) evidence showing that the objector is a Settlement Class Member, including the address of the location where solid waste collection services were rendered by a Waste Connections Entity; (iii) any other supporting papers, materials, or briefs that the objecting Settlement Class Member wishes the Court to consider when reviewing the objection; (iv) the actual written signature of the authorized representative of the Settlement Class Member making the objection; and (v) a statement whether the objecting Settlement Class Member and/or its counsel intend to appear at the Final Approval Hearing.

27. A Settlement Class Member may object on its own behalf or through an attorney; however, even if represented, the Settlement Class Member must sign the objection through an authorized representative, and all attorneys who are involved in any way asserting objections on behalf of the Settlement Class Member must be listed on the objection papers. Any lawyer who intends to appear at the Final Approval Hearing must enter a written Notice of Appearance of Counsel with the Clerk of the Court no less than twenty (20) days before the Final Approval Hearing. Class Counsel and Counsel for Defendants may take the deposition of any objector prior to the Final Approval Hearing in a location convenient for the objector.

28. If an objecting Settlement Class Member or the attorney appearing on its behalf in connection with this objection has objected to a class action settlement on any prior occasion, the objection shall also disclose all cases in which the Settlement Class Member and/or such attorney

filed an objection, identified by caption, court, and case number, and for each case, the disposition of the objection.

29. Any objector that submits and serves a timely written objection as described above may appear at the Final Approval Hearing, through counsel or through an authorized representative (if permitted by the Court), to object to the fairness, reasonableness, or adequacy of any aspect of the Settlement on the basis set forth in the written objection. As noted above, any objector or counsel that intends to appear at the Final Approval Hearing must state that intention in the objection.

30. Any Settlement Class Member that fails to comply with the provisions set forth in the Agreement shall waive and forfeit any and all rights that it may have to appear separately and/or to object to the Settlement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, including, but not limited to, the Release, the Final Approval Order, and the Final Judgment, even if such Settlement Class Member has litigation pending or subsequently initiates litigation against any Released Party relating to the Released Claims.

31. An objector shall be entitled to all the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objector complies with all requirements of this Settlement Agreement applicable to Settlement Class Members, including the timely and complete submission of a Claim Form and other requirements herein. A Settlement Class Member that objects may, on or before the Final Approval Hearing, withdraw its objection by submitting a written request to the Court (with copies served concurrently on Class Counsel, Counsel for Defendants, and the Settlement Administrator) stating its desire to withdraw its objection along with the signature of an authorized representative.

32. The Objection and Opt-Out Deadline shall be forty-five (45) days after the Notice Date.

33. Any responses to Objections shall be filed with Court and served on opposing counsel by __________, 2026 [7 calendar days before the Final Approval Hearing].

Timing of Request by Class Counsel for Attorneys' Fees, Costs, and Expenses and Service Award

34. Class Counsel shall file any motions for attorney's fees, costs, expenses, and service award no later than seven (7) days before the Objection and Opt-Out Deadline.

35. Any attorneys' fees, costs, and expenses and service award approved by the Court shall be paid from the Settlement Fund within fourteen (14) days after the Effective Date by wire transfer to Class Counsel.

36. Under no circumstances shall Defendants or Released Parties be liable to Class Counsel, Plaintiff, or any other attorney or law firm for any attorneys' fees, costs, expenses, or service award except to the extent paid from the Settlement Fund in accordance with the Settlement Agreement and this Order.

Stay of all Deadlines and Injunction Against Lawsuits by the Settlement Class against Released Parties

37. Pending final approval of the Settlement, all proceedings in this action are stayed.

38. Pending final approval of the Settlement, every person and entity in the Settlement Class is preliminarily enjoined from directly, through representatives, or in any other capacity, initiating, asserting, continuing, or prosecuting any claim, action, or proceeding in any court or tribunal against any Released Party based on or relating to the Released Claims.

Non-Admission of Liability and Elements of Class Certification

39. This Settlement Agreement is made for the sole purpose of effectuating a class-wide settlement of the Action. This Settlement Agreement is a compromise of disputed claims and shall not be construed as an admission of liability by Defendants or any Released Party. Defendants deny all allegations against them, do not admit any liability or wrongdoing of any kind, and enter this Settlement Agreement solely to avoid the further expense and burden of continued litigation.

40. Defendants deny that a class should be certified other than for purposes of this Settlement Agreement and reserve their rights to contest any motion for class certification on the merits. Defendants contend that this Action could not be certified as a class action under Fed. R. Civ. P. 23. Nothing in the Settlement Agreement shall be construed as an admission by any Defendant that this Action or any similar case is amenable to class certification for trial purposes. Furthermore, nothing in the Settlement Agreement shall prevent any Defendant from opposing class certification or seeking de-certification of the conditionally certified class if final approval of the Settlement Agreement is not obtained, or not upheld on appeal, including review by any appellate court.

Other Provisions

41. The Court may approve modifications to the Agreement as explicitly agreed upon in writing by the Parties, without further notice to the Settlement Class, where to do so would not impair the rights of persons or entities in the Settlement Class in a manner inconsistent with Fed. R. Civ. P. 23 and due process.

42. Venue in this court is proper. This Court has jurisdiction over the subject matter of the Action and shall retain continuing jurisdiction over the Settlement proceedings to ensure effectuation thereof.

43. This Order does not modify, or condition approval on any modification of, any term in the Settlement Agreement. The Court expressly recognizes that this Order does not modify any rights of the Parties to terminate, cancel, or otherwise rescind the Settlement Agreement pursuant to its terms.

44. This Order will become null and void, ab initio, and will be without prejudice to the rights of the Parties, all of whom will be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or this Order or the Final Approval Order is reversed or modified on appeal, and the Parties do not mutually agree to any such modifications.

Motion for Final Approval of the Settlement

45. The Motion for Final Approval of the Settlement shall be filed by ____________, 2026 [no later than 7 calendar days before the Final Approval Hearing].

Final Approval Hearing

46. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) in Courtroom __ of the United States District Court for the District of South Carolina, Greenville Division, 250 East North Street, Greenville, South Carolina 29601 at a date and time, which shall occur no earlier than ninety (90) days after the Notice Date, for the following purposes:

a. To finally certify the Settlement Class under Fed. R. Civ. P. 23(a) and 23(b)(3) for settlement purposes only;

b. To determine that the Settlement Agreement is fair, reasonable and adequate pursuant to Fed. R. Civ. P. 23;

c. To find that Notice of Settlement is satisfies Rule 23 and due process;

d. To direct entry of final judgment and dismissal with prejudice as against all Settlement Class Members and in favor of Defendants in the Action, without costs to any of the Parties other than as provided for in the Settlement Agreement;

e. To discharge Defendants and other Released Parties from any liability to the fullest extent permitted by law, which shall include, at minimum, discharge of liability for Released Claims;

f. To permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise), directly or indirectly, whether on behalf of themselves or others in, any lawsuit or other action in any jurisdiction against the Released Parties based in any way on Released Claims, including during any appeal from the Final Approval Order;

g. To determine that all applicable CAFA requirements have been satisfied;

h. To consider any Class Counsel applications for attorneys' fees, costs, and expenses and service award to the Class Representative; and

i. To rule upon other such matters as the Court may deem appropriate.

47. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED.

Dated: _________, 2026

____
Jacquelyn D. Austin
United States District Court Judge

EXHIBIT F

Class Action Settlement
Pinnacle Waste Services, LLC, et al. *v.* Waste Connections US, Inc., et al. (D.S.C.)

The following brokers, including each of their respective past, present, and future parents, subsidiaries, affiliates, divisions, predecessors, successors, and assigns, are excluded from the Settlement Class. All persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with any of the following brokers are also excluded from the Settlement Class.

- Advanced Enviro Systems, Inc.
- Alternative Waste Solutions, Inc.
- American Outsourced Waste & Recycling, LLC
- The Astor Company
- Bell Environmental, Inc.
- BetterWaste Management Corp.
- BP Environmental Services, LLC
- Casella Waste Systems, Inc
- Cass Information Systems, Inc.
- Complete Solutions and Sourcing, Inc.
- Conservice, LLC
- Corporate Services Consultants (CSC), LLC
- Discovery Refuse Management, Inc. (DRM)
- Discount Waste, Inc.
- Engie Insight Services, Inc.
- Elytus, Ltd.
- Engie Insight Services Inc,
- Great Forest, Inc.
- Homewood Disposal Services, Inc.
- Keter Environmental Services, Inc
- Lincoln Waste Solutions, LLC
- MagicWaste Management Corp.
- National Waste Associates, LLC
- Northwest Refuse, LLC
- Old Seville Expense Reduction, Inc.
- Prime Waste Solutions, LLC
- Quest Resource Management Group, LLC
- Refuse Specialists, LLC
- Republic Services, Inc.
- Recycle Track Systems, Inc.
- Rubicon Technologies, Inc.
- SLM Waste & Recycling, Inc.
- Universal Environmental Consulting, Inc.
- Diversified Waste Solutions, LLC
- Waste Cost Solutions, Inc.

- Waste Disposal Solutions, Inc.
- Waste Focus, LLC
- Waste Harmonics, LLC
- Waste Management National Services, Inc.
- Waste Management of Canada Corporation
- Wasteology Group, LLC

EXHIBIT G

PINNACLE CLASS ACTION SETTLEMENT
[INSERT ADDRESS]
Telephone: [PLACEHOLDER]
Email: [PLACEHOLDER]
Settlement website: [PLACEHOLDER]

«MailDate»

NOTICE OF DEFICIENCY

INSERT ADDRESS

Re: **Pinnacle Class Action Settlement**

Dear [Name]:

We write regarding your Claim in the above-referenced class action Settlement. After careful review of your Claim Form, we have determined that your Claim is deficient for the following reason(s):

- INSERT REASON(S)

____

____

____

We cannot approve your Claim until all deficiencies are cured. Please cure every deficiency noted above **in writing and postmark it to us to the physical address above within thirty (30) days of the date of this Notice**, including by providing any requested information and/or documentation. **Failure to timely and fully cure the deficiency will result in the denial of your Claim.**

Sincerely,

____

Pinnacle v. Waste Connections Settlement Administrator

EXHIBIT H

PINNACLE CLASS ACTION SETTLEMENT
[INSERT ADDRESS]
Telephone: [PLACEHOLDER]
Email: [PLACEHOLDER]
Settlement website: [PLACEHOLDER]

«MailDate»

NOTICE OF DENIAL OF CLAIM

INSERT ADDRESS

Re: **Pinnacle Class Action Settlement**

Dear [Name]:

We are the Court-appointed Settlement Administrator for the above-referenced class action settlement. After careful review of your Claim Form and any supporting materials you provided, we have denied your Claim for the following reason(s):

- INSERT REASON(S)

____

____

____

[You were also notified of these reason(s) on __________ ("Notice of Deficiency") and did not cure these deficiencies within 30 days of the Notice of Deficiency.] Because your Claim was denied, you will not receive benefits under the Settlement. If you believe your Claim was denied in error, however, you may contact us by sending a letter to the physical address listed above with specific reason(s) for why you believe the decision was incorrect.

Sincerely,

____
Pinnacle v. Waste Connections Settlement Administrator

EXHIBIT I

Beverige & Diamond

Eric L Klein
155 Federal Street, Suite 1600
Boston, MA 02110
+1.617.419.2316
EKlein@bdlaw.com

[MONTH, DAY], 2026

VIA UPS or USPS Priority Mail

Re: Notice under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715; *Pinnacle Waste Services, LLC v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600-JDA (D.S.C.)

Dear Sir or Madam:

Pursuant to the Class Action Fairness Act 2005, 28 U.S.C. § 1715 ("CAFA"), I am writing on behalf of Defendants Waste Connections US, Inc., Waste Connections of South Carolina, Inc., Waste Connections of North Carolina, Inc., and Waste Connections Lone Star, Inc. in the above-referenced matter, to provide your office with notice of a proposed class action settlement. Please take notice of the following information.

Plaintiff Pinnacle Waste Services, LLC and Defendants in the above-captioned matter filed a motion with the United States District Court for the District of South Carolina on June 8, 2026, requesting preliminary approval of the parties' proposed Settlement Agreement. As part of this notice, please find copies of the following documents associated with this matter on the enclosed CD:

1. The original Complaint, the Amended Complaint, and the Second Amended Complaint, which constitute all complaints filed in the matter;

2. The motion for the preliminary approval of the settlement and all of its supporting documents, which include the proposed Settlement Agreement and the proposed Notice of Settlement to be distributed to the Settlement Class; and

3. At this time, it is not feasible to provide a list of the Settlement Class Members who reside in each state and the estimated proportionate share of the Claims of such members to the entire Settlement. However, enclosed is a chart showing the approximate number of Settlement Class Members who reside in each state and the estimated proportionate share of the Claims of such members to the entire Settlement.

Beverage & Diamond

There are no contemporaneous agreements between Class Counsel and Counsel for Defendants in conjunction with the proposed Settlement Agreement other than the enclosed Settlement Agreement. At this time, there has been no final judgment or notice of dismissal, and there are no written judicial opinions relating to the matters detailed in this notice. The Court has not yet scheduled the Final Approval Hearing.

If you have questions about this notice, the Settlement Agreement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Very truly yours,

BEVERIDGE & DIAMOND, P.C.

Eric L. Klein

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC., et al., Defendants.	Case No.: 7:21-cv-02600-JDA

DECLARATION OF MEDIATOR JEFF TRUEMAN, ESQ. IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, JEFF TRUEMAN, ESQ., declare:

1. I submit this Declaration in my role as mediator in connection with the proposed Settlement in the above-captioned matter. The Settlement at issue is reflected in the proposed Settlement Agreement between Plaintiff Pinnacle Waste Services, LLC, individually and as representative of the Settlement Class, and Defendants Waste Connections US, Inc. ("WCUS"), Waste Connections of South Carolina, Inc. ("WCSC"), Waste Connections of North Carolina, Inc. ("WCNC"), and Waste Connections Lone Star, Inc. ("Lone Star") (each a "Party" and, collectively, the "Parties"). While the mediation proceedings are confidential, the Parties have authorized me to provide the Court with a limited description of the process and my observations regarding the negotiations and proposed Settlement for purposes of the motion for preliminary approval. Nothing in this Declaration is intended to disclose confidential mediation communications beyond what the Parties have authorized, nor is it intended to waive any applicable mediation privilege, confidentiality protection, Federal Rule of Evidence 408 protection, or similar protection under applicable law. I make this Declaration based on my

personal knowledge, my participation in the mediation, and my experience as a mediator. I am competent to testify to the matters stated here.

Background and Qualifications

2. I am a mediator, arbitrator, and attorney based in Baltimore, Maryland. I have extensive training in mediation and have been mediating for over 20 years. During this time, I have personally conducted over 2,000 mediations, settlement conferences, and arbitrations and have received multiple awards for my work in conflict resolution.

3. Since 2018, I have maintained a full-time dispute resolution practice, where I mediate and arbitrate a broad range of civil disputes. My practice includes contract disputes, professional liability, premises liability, employment matters, toxic and environmental tort, and partnership dissolution matters.

4. I am an Academy Member of the National Academy of Distinguished Neutrals, a Distinguished Fellow of the International Academy of Mediators, an employment panel mediator for the American Arbitration Association, and a panel mediator for the Maryland Association of Realtors.

5. Before entering full-time into my private dispute resolution practice, I served from 2012 to 2018 as Director of Civil ADR for the Circuit Court for Baltimore City. In that role, I directed civil dispute resolution programs for the court, conducted more than 100 mediations and settlement conferences per year, and oversaw approximately 70 court-appointed neutrals handling more than 1,000 early evaluations, mediations, and settlement conferences annually.

6. Previously, I practiced law as a solo practitioner in Baltimore, representing clients in real property acquisitions, financing, leasing, tax sales, loan modifications, collection matters, and small business matters. I also worked as an associate at Kollman & Saucier, P.A., where I

practiced civil litigation and provided legal counsel regarding labor and employment matters, administrative regulations, and government contracting.

7. I received my LL.M. in Dispute Resolution from the Straus Institute for Dispute Resolution at Pepperdine School of Law in 2022, my J.D. from the University of Baltimore School of Law, and my Bachelor of Music from Berklee College of Music.

8. I have received the Chief Judge Robert M. Bell Award for outstanding contribution to ADR in Maryland and the Paul A. Dorf Memorial ADR Award for substantial contributions to the use of ADR to resolve legal conflicts in the Baltimore metropolitan area.

The Arm's-Length Settlement Negotiations

9. In 2025, I was retained by the Parties in the above-referenced matter to serve as a private mediator to facilitate potential settlement discussions. The Settlement was negotiated through an extended mediation and represents an arm's length resolution of highly uncertain litigation. While the Court will determine the fairness, reasonableness, and adequacy of the Settlement, from my perspective, the Settlement is fair, reasonable, and adequate given that it was obtained following extensive negotiation from sophisticated and competent counsel who considered the risks and potential rewards of continued, uncertain litigation. Without waiving the mediation privilege, I provide the following information in support of my view.

10. Prior to the mediation session, I discussed the case with counsel for the Parties who provided me with preliminary information and followed up with additional information laying out key facts and support for the Parties' positions.

11. On December 9, 2025, the Parties participated in a full-day mediation session in person in Washington, D.C. lasting approximately 12 hours. The mediation began at 9:00 a.m. and concluded at 9:25 p.m. and included approximately fourteen (14) rounds of offers and

counteroffers. The participants included me as mediator, counsel for Plaintiff, and counsel for Defendants.

12. Counsel for all Parties were capable and understood the factual, legal, procedural, and practical issues bearing on settlement. Over the course of mediation, the Parties exchanged information related to the case regarding their respective claims and defenses, engaging in vigorous, arm's-length debate about class certification and the merits of the case. I met with each Party individually, and I discussed the risks associated with their respective positions with each Party. While the Parties were confident in the strength of their positions, it was evident that continued litigation carried significant risks, including a lengthy litigation and appeals process with great expense and uncertainty to both sides.

Conclusion

13. Based on my professional experience and my role as a mediator here, I offer the following observations.

14. First, the Settlement appears to be a fair, reasonable, and adequate resolution for the Settlement Class at this stage of the proceedings. The Settlement reflects the Parties' and counsel's considered assessment of the strengths and weaknesses of their respective positions, the risks and costs of continued litigation, and the benefits of achieving a class-wide resolution now rather than continuing through further contested proceedings.

15. Second, the Settlement is the product of substantial effort by counsel for both sides. The Parties were represented by experienced attorneys who were familiar with the factual record, the relevant legal issues, and the practical considerations affecting settlement. Their negotiations were serious, informed, and conducted at arm's length. I saw no evidence of any collusion or fraud in the settlement negotiations between the Parties.

16. Third, the advocacy on both sides was professional and effective. Counsel for both sides advanced their positions vigorously while also engaging constructively on the issues necessary to reach a negotiated resolution.

17. For these reasons, it is my opinion that the proposed Settlement is a reasonable result.

I declare under penalty of perjury that the foregoing is true and correct, and that this Declaration was executed on the first day of June 2026.

____

Jeffrey A. Trueman, Esq.

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

PINNACLE WASTE SERVICES, LLC, et al., Plaintiffs, v. WASTE CONNECTIONS US, INC. et al., Defendants.	Case No. 7:21-cv-02600 **DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING NOTICE PLAN**

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

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

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

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.

4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq Legal Noticing has handled some of the most complex and significant notice plans in recent history, examples of which are discussed below. With experience in more than 700 cases, including more than 75 multidistrict litigation settlements, Epiq Legal Noticing has prepared notices that have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq Legal Noticing, and those decisions have invariably withstood appellate review.

RELEVANT EXPERIENCE

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

a) *Rodriguez, et al. v. Google LLC* 20-cv-04688 (N.D. Cal.), is a landmark privacy lawsuit for which Epiq implemented an extensive notice program with one of the largest, if not the largest email campaign ever for a class action lawsuit, sending more than 369 million email notices. The email notices were successfully delivered to approximately 93.1% of the class who were sent an email notice. The reach of the individual notice effort was enhanced by a media plan that included digital and social media notice that generated over 178 million impressions, sponsored search listings, and a case website. Overall, the Class Notice Plan reached well in excess of 85% of the Class.

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

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

d) *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-02599 (S.D. Fla.), involved $1.91 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags. The notice programs included individual mailed notice to more than 61.8 million potential class members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio, digital notices, mobile digital notices, and behaviorally targeted digital media. Combined, the notice programs reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle, with a frequency of 4.0 times each.

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

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

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

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

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

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

6. Courts have recognized our testimony as to which method of notification is appropriate for a given case, and I have provided testimony on numerous occasions on whether a

certain method of notice represents the best notice practicable under the circumstances. Numerous court opinions and comments regarding my testimony, and the adequacy of our notice efforts, are included in the Epiq Legal Noticing *curriculum vitae* included as **Attachment 1**.

7. In forming expert opinions, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 26 years of experience in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

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

OVERVIEW

9. This declaration describes the Settlement Notice Plan ("Notice Plan") and Notice of Settlement (the "Notice" or "Notices") here for *Pinnacle Waste Services, LLC et al. v. Waste Connections US, Inc., et al.*, No. 7:21-cv-02600, in the United States District Court for the District of South Carolina. Epiq designed this Notice Plan based on our extensive prior experience and research into the notice issues particular to this Settlement. We designed a Notice Plan that is the best notice practicable under the circumstances to provide notice to the Settlement Class.

DATA PRIVACY AND SECURITY

10. Epiq has procedures in place to protect the security of class data. As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official capacity as the Settlement Administrator for this Action. A Services Agreement, which formally retains Epiq as the Settlement Administrator, will govern Epiq's administration responsibilities for the Action.

Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

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

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

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

14. Beyond Epiq's technology, our people play a vital role in protecting class members' and our clients' information. Epiq has a dedicated information security team comprised of highly

trained, experienced, and qualified security professionals. Our teams stay on top of important security issues and retain important industry standard certifications, like SysAdmin, Audit, Network, and Security ("SANS"), Certified Information Systems Security Professional ("CISSP"), and Certified Information Systems Auditor ("CISA"). Epiq is continually improving security infrastructure and processes based on an ever-changing digital landscape. Epiq also partners with best-in-class security service providers. Our robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties.

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

16. Upon completion of a project, Epiq continues to host all data until otherwise instructed in writing by a customer to delete, archive, or return such data. When a customer requests that Epiq delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq may retain data as required by applicable law, rule, or regulation, and to the extent such copies are electronically stored in accordance with Epiq's record retention or back-up policies or procedures (including those regarding electronic communications) then in effect. Epiq keeps data in line with client retention requirements. If no retention period is specified, Epiq returns the data to the client or securely deletes it as appropriate.

NOTICE PLAN METHODOLOGY

17. Federal Rules of Civil Procedure, Rule 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 Plan as designed will satisfy these requirements.

18. The Notice Plan is designed to reach the greatest practicable number of Class Members. Given our understanding of the data, we anticipate the Notice Plan will reach approximately 80% - 90% of the identified Class with individual notice via mail. The reach will be further enhanced by a settlement website. In my experience, the Notice Plan is consistent with other court-approved notice plans, is reasonable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[2]

NOTICE PLAN DETAIL

19. The Notice Plan is designed to provide notice to the following "Settlement Class," defined in the Settlement Agreement as:

> All persons and entities, including but not limited to corporations, partnerships, limited liability companies, non-profit organizations, governmental, quasi-governmental, and public bodies, and other organizations, to the extent not excluded below, that arranged for or received solid waste collection services in the United States from any Waste Connections Entity at any time during the Class Period.
>
> Excluded from the Settlement Class are: (i) Waste Connections and any Waste Connections Entity, and each of their respective officers, directors, affiliates, legal representatives, employees, successors, and assigns; (ii) the judge presiding over the Action and any member of the Court's staff and their immediate family members; (iii) any customer that received solid waste collection services pursuant to a Franchise Agreement between a Waste Connections Entity and a municipality or other governmental entity and did not have an individual Service Agreement with a Waste Connections Entity; (iv) any customer that received solid waste collection services from a Waste

[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 . . .").

Connections Entity in a Rate Regulated Market; (v) any HOA and any customer receiving solid waste collection services pursuant to an agreement between an HOA and a Waste Connections Entity; (vi) Residential Customers; (vii) any customer with a Service Agreement that contains a binding Class Action Waiver; (viii) all brokers listed on **Exhibit F** and all persons or entities that received solid waste collection services from any Waste Connections Entity as part of an arrangement with a broker listed on **Exhibit F**; and (ix) Temporary Roll-Off Service customers of a Waste Connections Entity.

NOTICE PLAN

Individual Notice

20. It is my understanding from Counsel for the parties that Epiq will be provided data for identified persons or entities in the Settlement Class. The data will include names and mailing addresses, if available, for identified persons or entities in the Settlement Class.

Individual Notice – Direct Mail

21. Epiq will send a Postcard Notice to all identified persons or entities in the Settlement Class with an associated mailing address via United States Postal Service ("USPS") first-class mail. The Postcard Notice will clearly summarize the Settlement and the legal rights of the persons or entities in the Settlement Class. In addition, the Postcard Notice will direct persons or entities in the Settlement Class to the Settlement Website where they can access the Long Form Notice and additional information about the Settlement.

22. Prior to mailing the Postcard Notices, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the USPS.[3] In addition, the addresses will be 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. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

[3] The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person's name and known address.

23. The return address on the Postcard Notices will be a post office box that Epiq will maintain for this Settlement. The USPS will automatically forward Postcard Notices with an available forwarding address order that has not expired ("Postal Forwards"). Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, or to better addresses that may be found using a third-party lookup service. This process is also commonly referred to as "skip-tracing." Upon successfully locating better addresses, Postcard Notices will be promptly re-mailed.

Settlement Website

24. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Persons or entities in the Settlement Class will be able to obtain detailed information about the Settlement and review key documents, including the Long Form Notice, Claim Form, Settlement Agreement, Second Amended Complaint, and any other case-related documents. In addition, the Settlement Website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how persons or entities in the Settlement Class may opt-out (request exclusion) from the Settlement Class or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. Persons or entities in the Settlement Class will also be able to file a Claim Form on the Settlement Website. The Settlement Website address will be prominently displayed in all notice documents.

Toll-Free Telephone Number & Contact Information

25. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message and will have the option to learn more about the Settlement in the form of recorded answers to FAQs, and to request that a Long Form Notice be mailed to them. This automated telephone system will be available 24 hours per day, 7 days per week. The toll-free telephone number will be prominently displayed in all notice documents.

26. A postal mailing address and email address will be provided, allowing persons or entities in the Settlement Class the opportunity to request additional information or ask questions.

Claim Submission & Distribution Options

27. The Notices will provide a detailed summary of relevant information about the Settlement, including the Settlement Website address and how persons or entities in the Settlement Class can submit a Claim Form online or by mail by manually completing a paper copy of a Claim Form and mailing it to a mailing address established and monitored by the Settlement Administrator. Settlement Class Members who submit a valid Claim will be paid via a traditional paper check.

CONCLUSION

28. 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 designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan provide class members with easy access to the details of how the class action may impact their rights. All these requirements will be met in this case.

29. The Notice Plan individual notice efforts via mail will reach approximately 80% - 90% of the identified Settlement Class. The reach will be further enhanced by a Settlement Website. In 2010, the Federal Judicial Center ("FJC") issued a *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases and is illustrative for state cases. This Guide states that "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[4] Here, we have developed a Notice Plan that will readily achieve a reach within that standard.

30. The Notice Plan follows the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which are:

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[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.

a) to endeavor to actually inform the Settlement Class, and b) to demonstrate 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).

31. The Notice Plan will provide the best notice practicable under the circumstances, conform to all aspects of Federal Rule of Civil Procedure 23 regarding notice, comport with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth and applicable FJC materials, and satisfy the requirements of due process, including its "desire to actually inform" requirement.

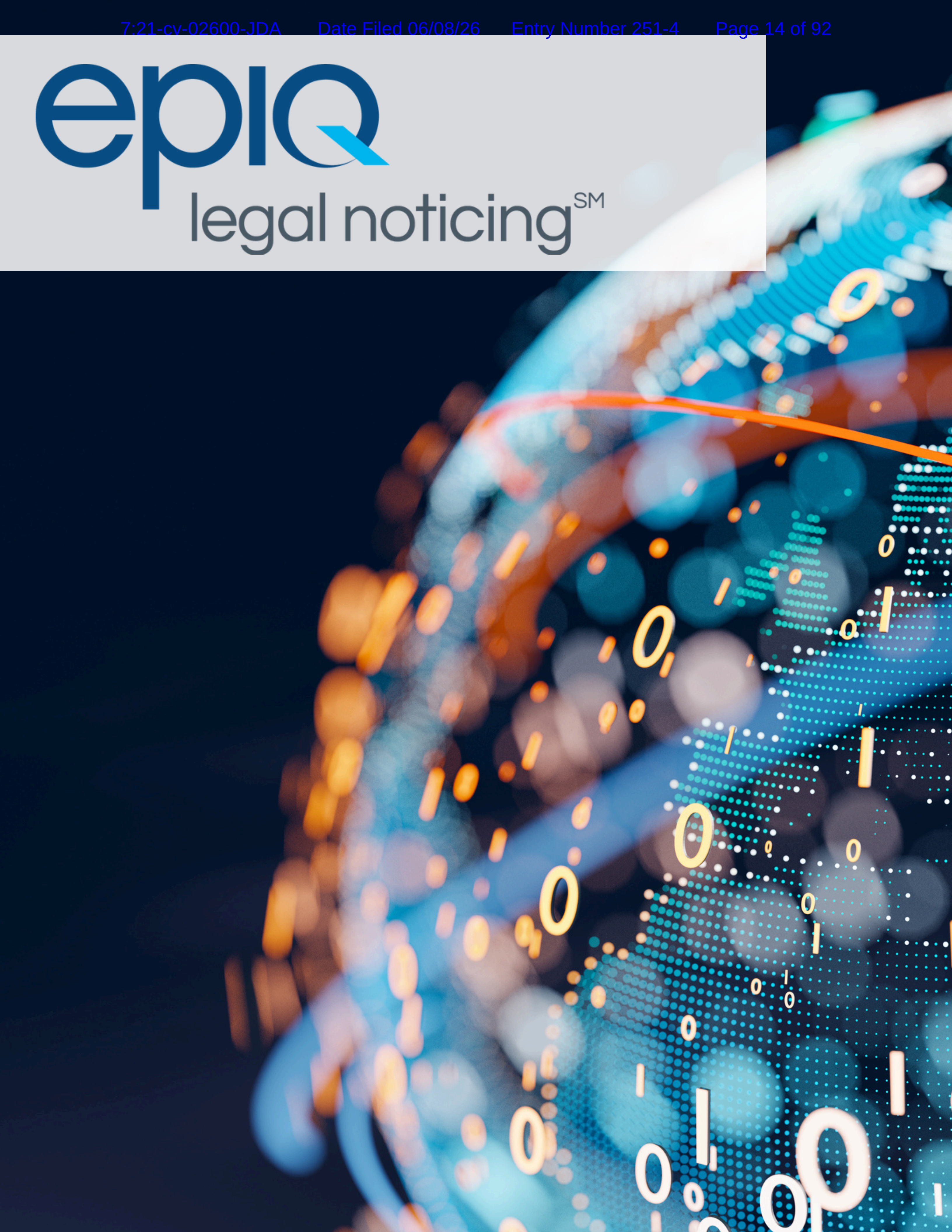
32. The Notice Plan schedule will afford enough time to provide full and proper Notice to persons or entities in the Settlement Class before the Objection and Opt-Out Deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 2, 2026.

Cameron R. Azari, Esq.

Attachment 1

epiq legal noticing℠

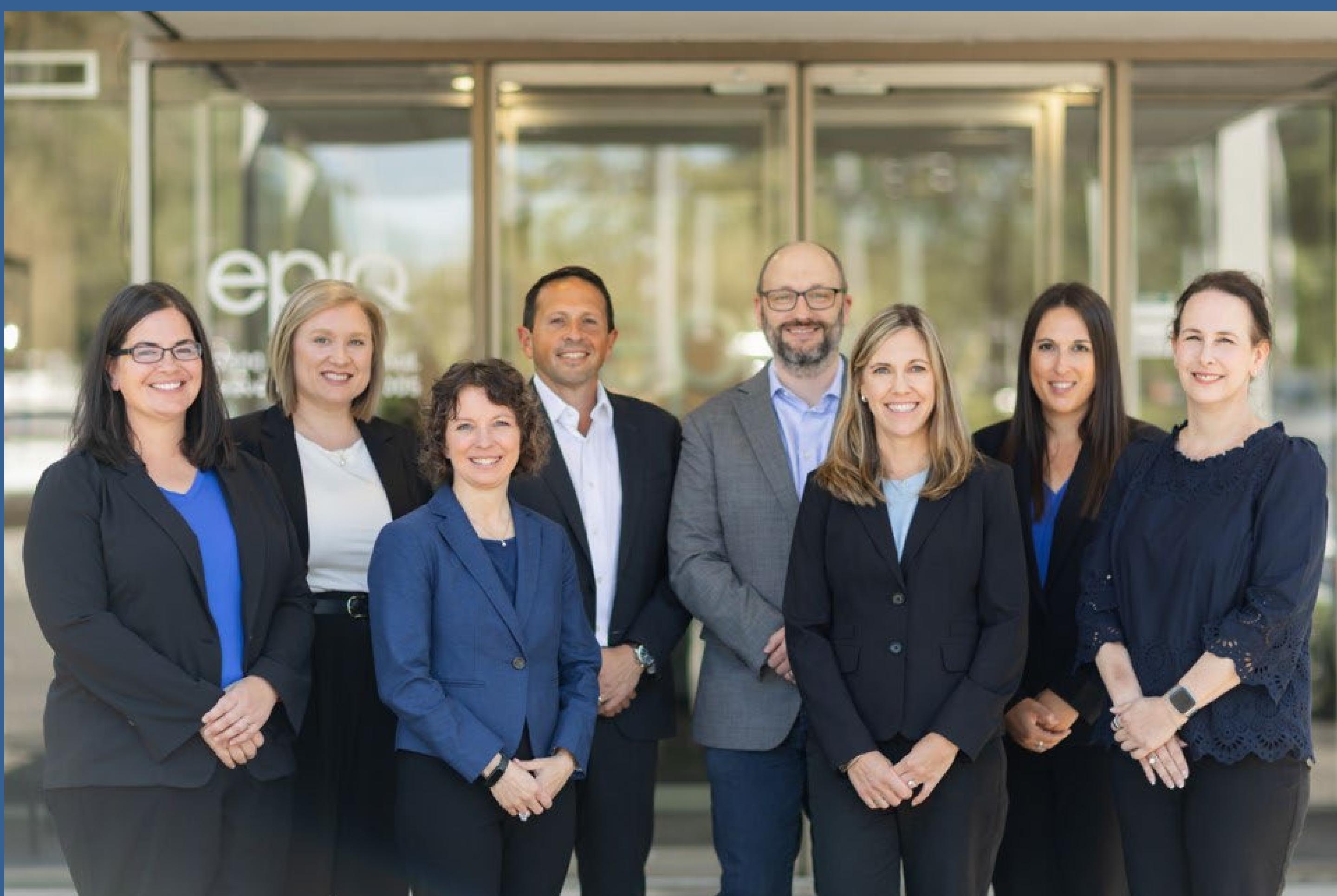


Legal Noticing Experts

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

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

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



Case Expertise

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

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

10.7M
email notices

836M
digital impressions

80%
of class reached

$190M
settlement

93.6M
email or mail notices

96%
of class reached

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

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

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

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

$85M
settlement

158M
email or mail notices

91%
of class reached

epiq legal noticing℠

Case Expertise

$5.5B
settlement

36.1M
mail notices

1.45B
digital impressions

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

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

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

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

$21M
settlement

620.1M
digital impressions

80.2%
of class reached

$1.91B
settlements

61.8M
mail notices

95%
reach of notice program

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

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

Case Expertise

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

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

$60M
settlement

13.8M
email or mail notices

$88M
settlements

7.92M
email or mail notices

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

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

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

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

$50M
settlement

5.1M
email or mail notices

$63M
settlement

758M
digital impressions

85%
of class reached

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

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

epiq legal noticing℠

Case Expertise

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

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

$175M
settlement benefits

13.8M
email or mail notices

93% – 95%
of class reached

geo-targeted
media noticing

95%
of class reached

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

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

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

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

$26.5M
settlement

29M
email notices

93.7%
of class reached

1.8M
mail or email notice to vehicle owners

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

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

epiq legal noticing℠

Case Expertise

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

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

$250M
settlement

4.7M
class members

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

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

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

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

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

$7.8B
settlement

7,900
tv spots

5,200
radio spots

5,400
print insertions

6.9M
email or mail notices

90.%
of class reached

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

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

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

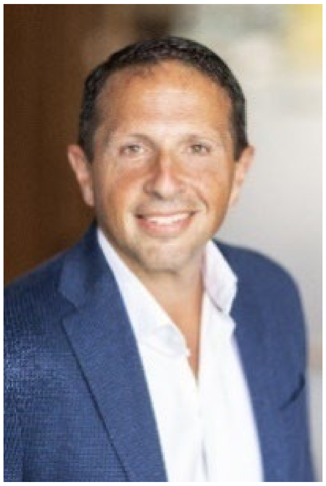
Epiq implemented an extensive notice effort for asbestos personal injury claims with nationwide consumer print, trade and union labor publications, digital notices, an informational release, and a website.

asbestos, personal injury claims
notice program

epiq legal noticing℠

Legal Noticing Experts

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



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

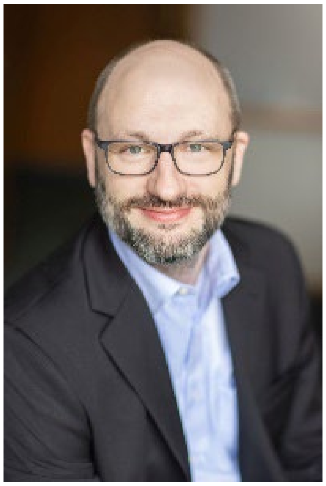
He is an active author and speaker. Cam holds a J.D. from Northwestern School of Law at Lewis and Clark College and a B.S. from Willamette University. He is an active member of the Oregon State Bar. Cam can be reached at caza@epiqglobal.com.

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

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

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

Kyle Bingham, Senior Director Epiq Legal Noticing & Media Noticing



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

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

Experts' Articles and Presentations

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

Experts' Articles and Presentations

- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.

- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates." DC Consumer Class Action Lawyers Luncheon, Washington, DC, Dec. 6, 2016.

- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.

- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, Apr. 25, 2016.

- **Stephanie Fiereck** Author, "Tips for Responding to a Mega-Sized Data Breach." *Law360,* May 2016.

- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, Feb. 10, 2015.

- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.

- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, Apr. 7-8, 2014.

- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.

- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360,* Feb. 2014.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.

- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.

Experts' Articles and Presentations

- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, Apr. 2013.

- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 31-Feb. 1, 2013.

- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.

- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 26-27, 2012.

- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 2011.

- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.

- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.

- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.

- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.

- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements." Class Action Bar Gathering, Vancouver, British Columbia, 2007.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.

- **Stephanie Fiereck** Author, "Consultant Service Companies Assisting Counsel in Class-Action Suits." *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.

- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.

Experts' Articles and Presentations

- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stoel Rives Litigation Group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.

- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements." Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.

- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate* Renewal, Sept. 2004.

- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." Current Developments – Issue II, Aug. 2003.

- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

The Court finds and determines that the Notice Program, preliminarily approved on February 20, 2024, and implemented on March 21, 2024, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. . . The Court further finds that all of the notices are written in plain *language and are readily understandable by Settlement Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to the Class required by Rule 23(d) of the Federal Rules of Civil Procedure' has been provided in accordance with the Court's Preliminary Approval Order, entered February 16, 2023, and such Notice by mail and publication has been given in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies Rule 23(e) and due process. Notice of Settlement was *timely mailed to governmental entities as provided for in 28 U.S.C. § 1715.*

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

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

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

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

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

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

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

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

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

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

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

The Court finds that the Long Form Notice and the Notice Plan including a combination email and physical mail to Settlement Class Members based on Robinhood's records, a social media campaign, and a dedicated website, was implemented in accordance with the Preliminary Approval Order and (a) constituted the best practicable notice under the circumstances; (b) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and the effect of the Settlement (including the releases contained therein); their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Class Counsel's Motion for Attorneys' Fees and Expenses and Service Awards; their right to exclude themselves from the Settlement Class; and their right to appear at the Fairness Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive *notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court. These combined efforts directly reached approximately 99% of the identified Settlement Class members.*

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that…Notice (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the Settlement including its release of Released Claims, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel *hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) fully satisfied the requirements of California Code of Civil Procedure § 382, the United States Constitution (including the Due Process Clause), and any other applicable law.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to *receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.*

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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 ....

Judicial Quotes

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.):

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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan …. The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.'s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq "delivered individual notice *to approximately 91.5% of the identified Settlement Class" and that the media notice brought the overall notice effort to "in excess of 95%." The Court finds that the notice plan was implemented in an appropriate manner.*

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

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

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

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

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

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

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

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

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

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

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

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website ... the digital banner notices generated approximately 522.6 million adult impressions online .... [T]he Court finds that notice was "reasonably *calculated, under the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections."*

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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 . . . 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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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).

Judicial Quotes

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 . . ., 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.

Judicial Quotes

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

The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice

of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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.

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail

was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Judge Muriel D. Hughes, *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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Judicial Quotes

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

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

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

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

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

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

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

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

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

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

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

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

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice *that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.*

The Notice Program, as duly implemented, surpasses other notice programs … executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.* (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims … [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment."…. The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, *Vereen v. Lowe's Home Centers* (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to *participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.*

The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation* (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement ... the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank* (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.* (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others ... were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

Judicial Quotes

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

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

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

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

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

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

Legal Noticing Cases

Epiq Legal Noticing has served as a notice expert for planning, implementation and/or analysis in the following cases (this is a partial list of cases):

Case Name	Court & Case No.
Beauford v. The Johns Hopkins Hospital, Inc. et al. (Pixel)	Cir. Ct. Baltimore Cnty., No. C-03-CV-23-000501
Doe v. Clinivate, LLC	Sup. Ct. Cnty. of Contra Costa, Cal., No. C22-01620
Barletti et al. v. Connexin Software, Inc. d/b/a Office Practicum (Data Breach)	E.D. Penn., No. 2:22-cv-04676
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Farley et al. v. Eye Care Leaders Holding, LLC (Data Breach)	M.D.N.C., No. 1:22-cv-00468
In re Wright & Filippis, LLC Data Security Breach Litigation	E.D. Mich., No. 2:22-cv-12908
Holden et al. v. Guardian Analytics, Inc. et al. (Data Breach)	D.N.J., No. 2:23-cv-2U5
Bobo et al. v. Clover Network, LLC (TCPA)	18th Jud. Cir., Cir. Ct., Dupage Cnty. Ill., No. 2023CH000168
Dam v. Perkins Coie, LLP et al. (Crypto)	E.D. Wash., No. 2:20-CV-00464
Hoover et al. v. Camping World Group, LLC et al. (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00037
In re Hope College Data Security Breach Litigation	W.D. Mich., No. 1:22-cv-01224
Shaffer et al. v. George Washington University et al. (Tuition Fees)	D.D.C., No. 20-1145
In re U.S. Vision Data Breach Litigation	D.N.J., No. 1:22-cv-06558
Qureshi et al. v. American University (Tuition Fees)	D.D.C., No. 1:20-cv-01141
In re Canon U.S.A. Data Breach Litigation	E.D.N.Y., No. 1:20-cv-06239
Patterson et al. v. DPP II LLC et al. (Data Breach)	Dist. Ct of Dallas Cnty., Tex., No. DC-23-01733
In re Hyundai and Kia Engine Litigation II	C.D. Cal, No. 8:18-cv-02223
Perez et al. v. Discover Bank (Alienage & Immigration Status Discrimination - Civil Rights for Loans)	N.D. Cal., No. 3:20-cv-06896
In re Google Location History Litigation	N.D. Cal., No. 5:18-cv-05062
Finn and Contristano v. Empress Ambulance Services, Inc. (Data Breach)	Sup. Ct. N.Y., Cnty. of Westchester, No. 61058/2023
Ward-Howie v. Frontwave Credit Union (Bank Fees)	Sup. Ct. Cal. San Diego Cnty., Cal., No. 37-2022-00016328
Morrow et al. v. Navy Federal Credit Union (Bank Fees)	E.D. Va., No. 1:21-cv-00722
In re Goodman Campbell Brain and Spine Data Incident Litigation	Ind. Comm. Ct., No. 49D01-2207-PL-024807
Healy et al. v. Reiter Affiliated Companies, LLC (Data Breach)	Sup. Ct. Cal., Cnty. of Monterey, No. 22-cv-003056
Wells Fargo Bank, N.A. v. Agak (Bank Fees)	Sup. Ct. Cnty. of Ventura, Cal., No. 56-2017-00500587-CL-CL-VTA

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Legal Noticing Cases

Case Name	Court & Case No.
Crema v. Apple Inc. and Apple Canada Inc. (Apple iPhone 6, 6 Plus, 6s, 6s Plus, SE, 7 or 7 Plus Smartphone, iPhone Power Management Settlement; Product Defect)	Sup. Ct. of B.C., No. S188008
Lara v. Lubbock Heart Hospital, LLC, dba Lubbock Heart & Surgical Hospital (Data Breach)	N.D. Tex., No. 5:23-cv-00036
Hu et al. v. BMW of North America LLC et al. (Product Liability Auto Emissions)	D.N.J., No. 2:18-cv-04363
Williams et al. v. Tallahassee Memorial Healthcare, Inc. (Data Breach)	2nd Jud. Cir. Ct., Leon Cnty. Fla., No. 2023 CA 001430
Doe v. Lima Memorial Hospital et al. (Pixel)	Ct. of Common Pleas Allen Cnty. Ohio, No. CV2022 0490
Mikulecky et al. v. Lutheran Social Services of Illinois (Data Breach)	Cir. Ct. Cook Cnty. Ill., No. 2023-CH-00895
In re Lipitor Antitrust Litigation (End Payors - TPPs & Consumers) (Antitrust)	D.N.J., No. 3:12-cv-2389; MDL. 2332
In re American Financial Resources, Inc. Data Breach Litigation	D.N.J., No. 2:22-cv-01757
Lemar Agnew v.Foris DAX, Inc. d/b/a Crypto.com (Cryptocurrency BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2024-CH-00435
Domitrovich et al. v. M.C. Dean, Inc. (Data Breach)	E.D. Vir., No. 1:23-cv-00210
Moradpour v. Velodyne Lidar, Inc. et al. (Securities)	N.D. Cal., No. 3:21-cv-01486
Guy et al. v. Convergent Outsourcing, Inc. (Data Breach)	W.D. Wash., No. 2:22-cv-01558
Briscoe et al. v. First Financial Credit Union (Data Breach)	2nd. Jud. Dist. Cnty. of Bernalillo, N.M., No. D-202-CV-2022-02974
Niewinski et al. v. State Farm Life Insurance Company et al. (Universal Life Insurance Policies)	W.D. Mo., No. 23-04159-CV
Sherwood et al. v. Horizon Actuarial Services, LLC (Data Breach)	N.D. Ga., No. 1:22-cv-01495
Prescott et al. v. Reckitt Benckiser LLC (False Advertising)	N.D. Cal, No. 5:20-cv-02101
Kaether et al. v. Metropolitan Area EMS Authority D/B/A MedStar Mobile Healthcare (Data Breach)	Dist. Ct. Tarrant Cnty., Tex. No. 342-339562-23
In re Waste Management Data Breach Litigation	S.D. N.Y., No. 1:21-cv-06199
Medina et al. v. PracticeMax, Inc. (Data Breach)	D. Ariz., No. CV-22-01261
Cavanaugh et al. v. Grenville Christian College et al.	Sup. Ct. of Justice – Ontario, No. 08-CV-347100-00
Bandy v. TOC Enterprises, Inc. d/b/a Tennessee Orthopaedic Clinics, a division of Tennessee Orthopaedic Alliance, P.A. (Data Breach)	M.D. Tenn., No. 3:23-cv-00598
Sayas et al. v. Biometric Impressions Corp. (BIPA)	Cir. Ct. Cook Cnty. Ill., No. 2020 CH 00201
Nimsey v. Tinker Federal Credit Union (Overdraft Fees)	Dist. Ct. Oklahoma Cnty., Okla., No. CJ-2019-6084
Fiorentino v. Flosports, Inc. (VPPA)	D. Mass., No. 1:22-cv-11502
Nielsen v. Walt Disney Parks and Resorts U.S., Inc., (Consumer False Advertising)	C.D. Cal, No. 8:21-cv-02055

Legal Noticing Cases

Case Name	Court & Case No.
Mayheu et al. v. Chick-fil-A Inc. (Delivery Fees & Menu Prices)	Sup. Ct. Fulton Cnty., Ga., No.2022CV365400
Arevalo et al. v. USAA Casualty Insurance Company et al. (Consumer)	Dist. Ct., Bexar County, Tex. 285th Jud. Dist, No. 202-CI-16240
In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation All School District	N.D. Cal., No. 3:21-md-02996-CRB
In re McKinsey & Co., Inc. National Prescription Opiate Consultant Litigation Subdivision	N.D. Cal., No. 3:21-md-02996-CRB
Beasley et al. v. *TTEC Services Corporation; Anderson v. TTEC Services Corporation* (Data Breach)	D. Col, No. 22-cv-00097; No. 22-cv-00347
In re PFA Insurance Marketing Litigation	N.D. Cal, No. 4:18-cv-03771 YGR
Stauber v. Sudler Property Management (Data Breach)	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill, No. 2023LA000411
In re Accellion, Inc. Data Breach Litigation Accellion; Harbour et al. v. California Health & Wellness et al. (Health Net)	N.D. Cal., MDL 3002, No. 5:21-CV-01155; 5:21-cv-03322-EJD
Roberts et al. v. Zuora Inc. et al. (Securities)	N.D. Cal., No. 3:19-cv-03422
Black v. USAA Casualty Insurance (Auto Insurance)	N.D. Ga., No. 1:21-cv-01363
Alexander et al. v. Salud Family Health, Inc.	19th Dist. Ct. Greeley Cnty., Col., No. 2023CV030580
Jackson et al. v. Fandango Media, LLC (VPPA)	18th Jud. Cir. Ct. Dupage Cnty., Ind., No. 2023LA000631
In re Cattle and Beef Antitrust Litigation	D.Minn., No. 22-3031
Ross et al. v. Panda Restaurant Group, Inc.	Sup. Ct. Cal., Cnty of Los Angeles, No. 21STCV03662
Fernandez et al. v. 90 Degree Benefits Wisconsin et al.	E.D. Wis., No. 2:22-cv-00799
Gudgel et al. v. Reynolds Consumer Products, Inc. et al.	Cir. Ct. 19th Jud. Cir., Lake Cnty, Ill., No. 23LA00000486
Julien et al. v. Cash Express, LLC (Data Breach)	Cir. Ct. Putnam Cnty., Tenn., No. 2022-CV-221
Sharma et al. v. Accutech Systems Corporation (Data Breach)	Cir. Ct. 2, Del. Cnty, Ind., No. 18C02-2210-CT-000135
Young et al. v. Military Advantage, Inc. d/b/a Military.com	18th Jud. Cir., Cir. Ct., DuPage Cnty, Ill., No. 2023LA00535
Lukens v. Utah Imaging Associates, Inc.	3rd Dist. Ct., Salt Lake Cnty., Utah, No. 210906618
Miranda v. Xavier University (Tuition)	S.D. Ohio, No. 1:20-cv-00539
Holly Wedding et al. vs. California Public Employees' Retirement System et al. (Calpers II Settlement)	Sup. Ct. Cnty of Los Angeles, Cal., No. BC517444
Hrebenar v. Davis Yulee LLC, d/b/a Davis Chrysler Dodge Jeep Ram of Julee (Florida Telephone Solicitation Act)	11th Jud. Cir. Ct. Miami-Dade Cnty., Fla., No. 2023-001405-CA-01
Gulf Coast Injury Center, LLC, A/A/O Jordan Rimert v. Esurance Property and Casualty Insurance Company (Property and Casualty Insurance)	Cir. Ct. 13th Jud. Cir. Hillsborough Cnty, Fla., No. 21-CA-002738
Perry v. Schnuck Markets, Inc. (Consumer Product)	Cir. Ct. City of St. Louis, Mo., No. 2022-CC10425

Legal Noticing Cases

Case Name	Court & Case No.
Gold et al. v. New York Life Insurance Co. et al. (FLSA Wage / Overtime)	Sup. Ct. N.Y., Cnty of New York, No. 653923/2012
Banks et al. v. Allstate Fire & Casualty Insurance Company (Auto Insurance PIP)	M.D. Penn., No. 19-cv-01617
Dyck v. Tahoe Resources, Inc. (Securities)	Sup. Ct. of Justice – Ontario, No. CV-18-00606411-00CP
Ambrose et al. v. Boston Globe Media Partners, LLC. (VPPA)	D. Mass., No. 1:22-cv-10195
King et al. v. PeopleNet Corporation (Undisclosed Data Collection)	Cir. Ct. Cook Cnty., Ill., No. 2021-CH-01602
South et al. v. Progressive Select Insurance Company (Automobile Total Loss)	S.D.Fla., No. 19-21760-CIV
Paris et al. v. Progressive American Insurance Company et al. (Automobile Total Loss)	S.D.Fla., No. 19-21761-CIV
Silva et al. v. Connected Investors, Inc. (TCPA)	E.D.N.C., No. 7:21-cv-00074
In re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation (Juul and Altria Settlements)	N.D. Cal., No. 19-md-02913
Dusko v. Delta Airlines, Inc. (Airline Ticket Refunds)	N.D. Ga., 1:20-cv-01664
Rogowski et al. v. State Farm Life Insurance Company et al. (Whole Life or Universal Life Insurance)	W.D. Mo., No. 4:22-cv-00203
Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown (TCPA)	W.D.N.Y., No. 1:22-cv-00309
In re Hyundai and Kia Engine Litigation II	C.D. Cal., No. 8:18-cv-02223
In re Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation	S.D. Ind., No. 3:21-cv-00007
Meier v. Prosperity Bank (Bank Fees & Overdraft)	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
Middleton et al. v. Liberty Mutual Personal Insurance Company et al. (Auto Insurance Claims Sales Tax)	S.D. Ohio, No. 1:20-cv-00668
Checchia v. Bank of America, N.A. (Bank Fees)	E.D. Penn., No. 2:21-cv-03585
McCullough v. True Health New Mexico, Inc. (Data Breach)	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. (Swiss Franc LIBOR-Based Derivatives)	S.D.N.Y., No. 1:15-cv-00871
Duggan et al. v. Wings Financial Credit Union (Bank Fees)	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
Miller v. Bath Saver, Inc. et al. (TCPA)	M.D. Penn., No. 1:21-cv-01072
Chapman v. Insight Global LLC. (Data Breach)	M.D. Penn., No. 1:21-cv-00824
Thomsen et al. v. Morley Cos., Inc. (Data Breach)	E.D. Mich., No. 1:22-cv-10271
Walker v Highmark BCBSD Health (TCPA)	W.D. Penn., No. 20-cv-01975
In re Scripps Health Data Incident Litigation (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
In re Robinhood Outage Litigation (Trading Outage)	N.D. Cal., No. 3:20-cv-01626

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Dickens et al. v. Thinx, Inc. (Consumer Product)	S.D.N.Y., No. 1:22-cv-04286
Service et al. v. Volkswagen Group of America et al. (Data Breach)	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company (Automobile Total Loss)	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. (Data Breach)	S.D. Fla., No. 21-cv-61275
Rivera v. IH Mississippi Valley Credit Union (Overdraft)	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
Guthrie v. Service Federal Credit Union (Overdraft)	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
Churchill et al. v. Bangor Savings Bank (Overdraft)	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (Medical Insurance)	27th Jud. D. Ct. La., No. 16-C-3647
Brower v. Northwest Community Credit Union (Bank Fees)	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
Kent et al. v. Women's Health USA, Inc. et al. (IVF Antitrust Pricing)	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S
In re U.S. Office of Personnel Management Data Security Breach Litigation	D.D.C., No. MDL No. 2664, 15-cv-01394
In re fairlife Milk Products Marketing and Sales Practices Litigation (False Labeling & Marketing)	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
In re Zoom Video Communications, Inc. Privacy Litigation	N.D. Cal., No. 3:20-cv-02155
Browning et al. v. Anheuser-Busch, LLC (False Advertising)	W.D. Mo., No. 20-cv-00889
Callen v. Daimler AG and Mercedes-Benz USA, LLC (Interior Trim)	N.D. Ga., No. 1:19-cv-01411
In re Disposable Contact Lens Antitrust Litigation (Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
Ford et al. v. [24]7.ai, Inc. (Data Breach - Best Buy Data Incident)	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
In re Takata Airbag Class Action Settlement - Australia Settlement *Louise Haselhurst v. Toyota Motor Corporation Australia Limited* *Kimley Whisson v. Subaru (Aust) Pty Limited* *Akuratiya Kularathne v. Honda Australia Pty Limited* *Owen Brewster v. BMW Australia Ltd* *Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited* *Camilla Coates v. Mazda Australia Pty Limited*	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (Smithfield Foods, Inc.)	D. Minn., No. 0:18-cv-01776
Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. (Biometrics)	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
In re Capital One Consumer Data Security Breach Litigation	E.D. Va., MDL No. 2915, No. 1:19-md-02915
Aseltine v. Chipotle Mexican Grill, Inc. (Food Ordering Fees)	Cir. Ct. Cal. Alameda Cnty., No. RG21088118

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In re Morgan Stanley Data Security Litigation	S.D.N.Y., No. 1:20-cv-05914
DiFlauro et al. v. Bank of America, N.A. (Mortgage Bank Fees)	C.D. Cal., No. 2:20-cv-05692
In re California Pizza Kitchen Data Breach Litigation	C.D. Cal., No. 8:21-cv-01928
Breda v. Cellco Partnership d/b/a Verizon Wireless (TCPA)	D. Mass., No. 1:16-cv-11512
Snyder et al. v. The Urology Center of Colorado, P.C. (Data Breach)	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
Dearing v. Magellan Health Inc. et al. (Data Breach)	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. (Data Breach)	S.D.N.Y., No. 1:20-cv-02667
In re Takata Airbag Products Liability Litigation (Volkswagen)	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
Beiswinger v. West Shore Home, LLC (TCPA)	M.D. Fla., No. 3:20-cv-01286
Cochran et al. v. The Kroger Co. et al. (Data Breach)	N.D. Cal., No. 5:21-cv-01887
Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. (Biometrics)	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. (Data Breach)	N.D. Tex., No. 3:20-cv-03424
Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC (Lash Boost Mascara Product)	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
Fernandez v. Rushmore Loan Management Services LLC (Mortgage Loan Fees)	C.D. Cal., No. 8:21-cv-00621
Abramson v. Safe Streets USA LLC (TCPA)	E.D.N.C., No. 5:19-cv-00394
Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute (Data Breach)	M.D. Fla., No. 8:20-cv-01798
Mayo v. Affinity Plus Federal Credit Union (Overdraft)	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
Johnson v. Moss Bros. Auto Group, Inc. et al. (TCPA)	C.D. Cal., No. 5:19-cv-02456
Muransky et al. v. The Cheesecake Factory, Inc. et al. (FACTA)	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
Haney v. Genworth Life Ins. Co. (Long Term Care Insurance)	E.D. Va., No. 3:22-cv-00055
Halcom v. Genworth Life Ins. Co. (Long Term Care Insurance)	E.D. Va., No. 3:21-cv-00019
Mercado et al. v. Verde Energy USA, Inc. (Variable Rate Energy)	N.D. Ill., No. 1:18-cv-02068
Fallis et al. v. Gate City Bank (Overdraft)	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
Sanchez et al. v. California Public Employees' Retirement System et al. (Long Term Care Insurance)	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. (Data Breach for Payment Cards)	C.D. Cal., No. 2:18-cv-03019

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In re Turkey Antitrust Litigations (Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs) *Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.*	N.D. Ill., No. 1:20-cv-02295
Coleman v. Alaska USA Federal Credit Union (Retry Bank Fees)	D. Alaska, No. 3:19-cv-00229
Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. (My Little Steamer)	E.D.N.Y., No. 1:18-cv-07124
In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) (JBS USA Food Company, JBS USA Food Company Holdings)	D. Minn., No. 0:18-cv-01776
Lozano v. CodeMetro Inc. (Data Breach)	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
Yamagata et al. v. Reckitt Benckiser LLC (Schiff Move Free® Advanced Glucosamine Supplements)	N.D. Cal., No. 3:17-cv-03529
Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership (TCPA)	M.D. Fla., No. 8:13-cv-01592
Thompson et al. v. Community Bank, N.A. (Overdraft)	N.D.N.Y., No. 8:19-cv-00919
Bleachtech L.L.C. v. United Parcel Service Co. (Declared Value Shipping Fees)	E.D. Mich., No. 2:14-cv-12719
Silveira v. M&T Bank (Mortgage Fees)	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. (OCTA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
In re Toll Roads Litigation (3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)	C.D. Cal., No. 8:16-cv-00262
Pearlstone v. Wal-Mart Stores, Inc. (Sales Tax)	C.D. Cal., No. 4:17-cv-02856
Zanca et al. v. Epic Games, Inc. (Fortnite or Rocket League Video Games)	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534
In re Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
Kukorinis v. Walmart, Inc. (Weighted Goods Pricing)	S.D. Fla., No. 1:19-cv-20592
Grace v. Apple, Inc. (Apple iPhone 4 and iPhone 4S Devices)	N.D. Cal., No. 17-cv-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-08605
In re Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
In re Disposable Contact Lens Antitrust Litigation (ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
Morris v. Provident Credit Union (Overdraft)	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
Pennington v. Tetra Tech, Inc. et al. (Property)	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc. et al. (Apple Care iPhone)	N.D. Cal., No. 3:16-cv-04067

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Fitzhenry v. Independent Home Products, LLC (TCPA)	D.S.C., No. 2:19-cv-02993
In re Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
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Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Richards et al. v. Chime Financial, Inc. (Service Disruption)	N.D. Cal., No. 4:19-cv-06864
In re Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
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Smith v. Costa Del Mar, Inc. (Sunglasses Warranty)	M.D. Fla., No. 3:18-cv-01011
Al's Discount Plumbing et al. v. Viega, LLC (Building Products)	M.D. Pa., No. 19-cv-00159
Rose v. The Travelers Home and Marine Insurance Company et al.	E.D. Pa., No. 19-cv-00977
Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
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In re Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
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Ciuffitelli et al. v. Deloitte & Touche LLP et al.	D. Ore., No. 3:16-cv-00580
In re Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
In re Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
Robinson v. First Hawaiian Bank (Overdraft)	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
Armon et al. v. Washington State University (Data Breach)	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson et al. v. Volkswagen Group of America, Inc. et al.	S.D. Fla., No. 17-cv-23033
Prather v. Wells Fargo Bank, N.A. (TCPA)	N.D. Ill., No. 1:17-cv-00481

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Coffeng et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
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In re Disposable Contact Lens Antitrust Litigation (CooperVision, Inc.) (Unilateral Pricing Policies)	M.D. Fla., No. 3:15-md-02626
Hyder et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
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In re TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
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McKinney-Drobnis et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-06450
In re Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
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In re Kaiser Gypsum Company, Inc. et al. (Asbestos)	Bankr. W.D. N.C., No. 16-31602
Kuss v. American HomePatient, Inc. et al. (Data Breach)	M.D. Fla., No. 8:18-cv-02348
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In re Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., MDL No. 2633, No. 3:15-md-02633
Elder v. Hilton Worldwide Holdings, Inc. (Hotel Stay Promotion)	N.D. Cal., No. 16-cv-00278
Grayson et al. v. General Electric Company (Microwaves)	D. Conn., No. 3:13-cv-01799
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
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
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In re FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744

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Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
In re Renovate America Finance Cases (Tax Assessment Financing)	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
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In re Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
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Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
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In re HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A., as part of *In re Checking Account Overdraft*	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
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In re Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
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In re Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
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Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006
Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN (TCPA)	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medicredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
Gergetz v. Telenav, Inc. (TCPA)	N.D. Cal., No. 5:16-cv-04261
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Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
In re Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, and Toyota)	S.D. Fla., MDL No. 2599
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In re Takata Airbag Products Liability Litigation (OEMs – Honda and Nissan)	S.D. Fla., MDL No. 2599
In re Takata Airbag Products Liability Litigation (OEM – Ford)	S.D. Fla., MDL No. 2599
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Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)	C.D. Cal., No. 8:14-cv-02011
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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

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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
Glaske 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. *Gary, LLC v. Deffenbaugh Industries, Inc. et al.*	D. Kan., No. 2:12-cv-02247 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.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
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
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871

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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
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
In re MI Windows and Doors Inc. Products Liability Litigation (Building Products)	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
Hawthorne v. Umpqua Bank (Overdraft Fees)	N.D. Cal., No. 11-cv-06700
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
Costello v. NBT Bank (Overdraft Fees)	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-md-2221
Wong et al. v. Alacer Corp. (Emergen-C)	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
In re Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-cv-07666
Simpson v. Citizens Bank (Overdraft Fees)	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
McGann et al., v. Schnuck Markets, Inc. (Data Breach)	Mo. Cir. Ct., No. 1322-CC00800
Rose v. Bank of America Corporation et al. (TCPA)	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
Johnson v. Community Bank, N.A. et al. (Overdraft Fees)	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
Glube et al. v. Pella Corporation et al. (Building Products)	Ont. Super. Ct., No. CV-11-4322294-00CP
Miner v. Philip Morris Companies, Inc. et al. (Light Cigarettes)	Ark. Cir. Ct., No. 60CV03-4661
Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056

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Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
Evans et al. v. TIN, Inc. et al. (Environmental)	E.D. La., No. 2:11-cv-02067
Casayuran v. PNC Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Anderson v. Compass Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
In re Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
Saltzman v. Pella Corporation (Building Products)	N.D. Ill., No. 06-cv-04481
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (Mastercard & Visa)	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc., as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)	E.D. La., No. 05-cv-04191
Marolda v. Symantec Corporation (Software Upgrades)	N.D. Cal., No. 3:08-cv-05701
In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Medical Benefits Settlement)	E.D. La., MDL No. 2179
In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010 (Economic & Property Damages Settlement)	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)	Ont. Super. Ct., No. 00-cv-192059 CP
Nelson v. Rabobank, N.A. (Overdraft Fees)	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Harris v. Associated Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Lawson v. BancorpSouth (Overdraft Fees)	W.D. Ark., No. 1:12-cv-01016
LaCour v. Whitney Bank (Overdraft Fees)	M.D. Fla., No. 8:11-cv-01896
Gwiazdowski v. County of Chester (Prisoner Strip Search)	E.D. Pa., No. 2:08-cv-04463

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Williams v. S.I.F. Consultants (CorVel Corporation)	27th Jud. D. Ct. La., No. 09-C-5244-C
Sachar v. Iberiabank Corporation, as part of *In re Checking Account Overdraft*	S.D. Fla., MDL No. 2036
Williams v. Hammerman & Gainer, Inc. (SIF Consultants)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Risk Management)	27th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (Hammerman)	27th Jud. D. Ct. La., No. 11-C-3187-B
Gunderson v. F.A. Richard & Assocs., Inc. (First Health)	14th Jud. D. Ct. La., No. 2004-002417
Delandro v. County of Allegheny (Prisoner Strip Search)	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A., as part of *In re Checking Account Overdraft*	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
Vereen v. Lowe's Home Centers (Defective Drywall)	Ga. Super. Ct., No. SU10-cv-2267B
Trombley v. National City Bank, as part of *In re Checking Account Overdraft*	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
Schulte v. Fifth Third Bank (Overdraft Fees)	N.D. Ill., No. 1:09-cv-06655
Satterfield v. Simon & Schuster, Inc. (Text Messaging)	N.D. Cal., No. 06-cv-02893
Coyle v. Hornell Brewing Co. (Arizona Iced Tea)	D.N.J., No. 08-cv-02797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-cv-03018
In re Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-cv-08742
Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)	14th Jud. D. Ct. La., No. 2004-002417
Miller v. Basic Research, LLC (Weight-loss Supplement)	D. Utah, No. 2:07-cv-00871
In re Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
Boone v. City of Philadelphia (Prisoner Strip Search)	E.D. Pa., No. 05-cv-01851
Little v. Kia Motors America, Inc. (Braking Systems)	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
Steele v. Pergo (Flooring Products)	D. Ore., No. 07-cv-01493
Pavlov v. Continental Casualty Co. (Long Term Care Insurance)	N.D. Ohio, No. 5:07-cv-02580
Dolen v. ABN AMRO Bank N.V. (Callable CD's)	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-cv-04182

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