

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

JAMI KANDEL, MOCHA
GUNARATNA, and RENEE
CAMENFORTE, individually and on
behalf of all others similarly situated,

Plaintiffs,

vs.

DR. DENNIS GROSS SKINCARE, LLC,
a New York Limited Liability Company,

Defendant.

Case No. 1:23-cv-01967-ER

Honorable Edgardo Ramos

**DECLARATION OF BRANDON SCHWARTZ IN SUPPORT OF PLAINTIFFS’
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

I, Brandon Schwartz, hereby declare:

1. I am a Director of Legal Notice, and I am preparing this Declaration for the proposed Settlement Administrator, Postlethwaite & Netterville, APAC (“P&N”)¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess broad experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

EXPERIENCE

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

4. I have designed, implemented, and managed notice campaigns for more than 100

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service that work. P&N’s obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of Eisner Advisory Group, LLC’s or EAG Gulf Coast, LLC’s subsidiaries or affiliates.

cases. Some of my notice plans include: *Gunaratna, et al. v. Dr. Dennis Gross Skincare, LLC* (class certification), No. 2:20-cv-02311 (C.D. Cal); *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.); *In re: Valsartan, Losartan, and Irbesartan Products Liability Litigation* (non-settlement), No. 1:19-md-02875 (MDL No. 2875) (D.N.J.); *Rivera, et al. v. Google LLC*, No. 2019-CH-009900 (Circuit Court of Cook County, IL); *Gilmore v. Monsanto*, No. 3:21-cv-8159 (N.D. Cal.); *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley, et al. v. Kellogg Sales Company*, No. 5:16-cv-04955 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *McMorrow v. Mondelez International, Inc.*, No. 3:17-cv-02327 (S.D. Cal); *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.); and *Andrade-Heymsfield v. NextFoods, Inc.*, No. 21-cv-1446 (S.D. Cal.). A description of my experience is attached as **Exhibit A**.

5. The courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of our class action notice plans. Illustrative court opinions affirming the sufficiency of our notice plans include:

- a. On April 5, 2023, in the Order Granting Plaintiffs’ Motions for Final Approval of Class action Settlement in *Hezi v. Celsius Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.), Judge Jennifer H. Rearden wrote:

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

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

The Court finds that Class Notice has been disseminated to the Class in compliance with the Court’s Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements

of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- c. In the matter *Rivera, et al. v. Google LLC*, No. 2019-CH-00990 (Ill. Cir. Ct.

Cook Cnty.), Judge Anna M. Loftus ruled on September 28, 2022:

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

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

- d. Additionally, in the matter *Hanson v. Welch Foods Inc.*, No. 3:20-cv-02011

(N.D. Cal.), Judge Joseph C. Spero ruled on April 15, 2022:

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

OVERVIEW

6. According to the Settlement Agreement, the Parties agree to a Settlement Class defined as:

All persons who, between March 10, 2016, and the date of entry of preliminary approval of this Agreement (the “Class Period”), purchased in the United States, for personal or household use and not for resale or distribution, one of the Class Products.²

7. The Settlement Class excludes: (1) the presiding judges in the Actions; (2) any member of those judges’ immediate families; (3) Defendant; (4) any of Defendant’s subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (5) counsel for the Parties; and (6) any persons who timely opt-out of the Settlement Class.

8. P&N has reviewed the Parties Settlement Agreement and confirms that it will adhere to the tasks set forth in Section 6.4.

ESTIMATED CLASS, NOTICE AND ADMINISTRATION COSTS

9. For administration planning purposes, the Parties informed us that the number of Class Products sold during the Class Period was 614,183 and the estimated number of Class Products purchased per Class Member is 2.14. Based on this, we estimate the class size to be 287,001.

10. Based on assumptions provided by Class Counsel regarding number of Class Members with direct contact information available and anticipated claims, we estimate notice and administrative costs to be \$399,324. In addition, the estimated postage hard costs, which are invoiced as incurred, are anticipated to be \$70,807. Thus, we estimate the Notice Plan will cost approximately \$470,131, inclusive of postage costs.

² The Settlement Agreement define the Class Product to include DDG’s C+Collagen Deep Cream, C+Collagen Serum, C+Collagen Mist, C+Collagen Eye Cream and C+Collagen Mask, and any other products sold with the C+Collagen label, whether sold alone or in combination with other products.

DETAILS OF THE PROPOSED NOTICE PLAN

11. We determined the most reasonable and practicable way to reach and communicate with potential members of the Settlement Class is through a multifaceted approach, utilizing a combination of: (1) email notice; (2) mailed notice; (3) digital banner and social media notice; (4) search advertising; (5) press release; (6) Settlement Website; and (7) toll-free hotline.

Overview of Methodology

12. A reach and frequency analysis of a program employing multiple notice channels, including media notice, requires demographic considerations and media consumption habits of a target audience. Here, we have utilized the nationally syndicated research bureau MRI-Simmons (formerly GfK Mediamark Research, Inc.) (“MRI”)³, Basis Audience Measurement Tools⁴, and comScore⁵, to establish a qualitative target audience (inclusive of Class Members) of “ Adults 25 years old and older who have purchased cosmetic skincare products.” (the “Target Audience”). The age qualifier was chosen based on conversations with the Parties and feedback from the Defendant regarding their brand advertising target strategies and customer purchase analytics. Excerpts of the Target Audience demographics taken from MRI include:⁶

- 65.50% are female / 34.50% are male;

³ MRI-Simmons is a nationally-syndicated research tool. It is the leading supplier of multi-media audience research, and provides comprehensive reports on demographic, lifestyle, product usage and media exposure. MRI-Simmons conducts more than 30,000 personal interviews annually to gather their information and is used by more than 450 advertising agencies as the basis for the majority of media and marketing campaigns.

⁴ Basis provides a digital advertising solution that includes advanced planning and audience measurement tools. Basis has access to more than 30 exchanges, 20 third-party data providers, six billion users and two trillion impressions per month. Basis audience measurement tools allow you to accurately forecast the audience and impression availability for the specific targets of your plan.

⁵ comScore is a global internet information provider on which leading companies and advertising agencies rely for consumer behavior insight and internet usage data. comScore maintains a proprietary database of more than 2 million consumers who have given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing. comScore panelists also participate in survey research that captures and integrates their attitudes.

⁶ 2023 MRI-Simmons Fall Doublebase USA.

- 22% are aged 25-34, 20% are aged 35-44 years old, 18% are aged 45-54 years old, 18% are aged 55-64 years old, and 11% are 65 years old or older;
- 36% have a child living at home;
- 50% work full time;
- 70% own a home, with a median home value of \$320,337; and
- 32% have a household income under \$59,999, 42% have a household income between \$60,000 and \$149,999, and 26% have a household income of more than \$150,000.

13. Notice experts use socioeconomic data, audience characteristics and media consumption habits to guide the creation of unbiased notice plans that adhere to court-approved methodologies and align with standard practices prevalent in the advertising industry. Objective data points such as these help guide the delivery of messaging to the Target Audience and shape the vehicles used to place a notice before a Class Member.

14. The proposed Notice Plan, as further outlined below, is estimated to have a measurable reach of a minimum of 80% of the Target Audience and, by inclusion, the defined Class, with a 2.56 minimum average frequency. The total reach is calculated utilizing a formula that accounts for potential duplication across direct notice, media titles and vehicles rather than by adding the individual reach figures together. Although difficult to calculate, the inclusion of search advertising and national press release will strengthen the reach and frequency of the Notice Plan.

15. The proposed Notice Plan described herein has been curated to deliver the most feasible and effective notice to the Class through a mixed channel approach. Consequently, it is my expert opinion that the Notice Plan would successfully meet due process standards, comport with Fed. R. Civ. P. 23, and adhere to the recommendations in the *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*⁷.

⁷ <https://www.fjc.gov/content/301350/illustrative-forms-class-action-notices-notice-checklist-and-plain-language-guide>

Direct Notice

16. P&N has received a data file from Sephora which includes sales and contact details for 143,256 Class Members. Following an initial review, contact information for 141,647 unique individuals was identified. Additionally, we've been informed that the Defendant will provide a contact list of Class Members who purchased directly from the Dr. Dennis Gross Skincare website.

17. In June 2023, P&N effectuated notice in the *Gunaratna* class certification matter. In that notice program, P&N received multiple data files containing the contact information for California class members obtained from Defendant and some of its retailers, which resulted in issuing notice to 28,747 email addresses. Those data files will be revisited for inclusion in this notice plan.

18. The collective data files, once analyzed and de-duplicated, will facilitate direct notice to the class (the “DDG Notice List”).

19. The Notice Plan proposes to distribute individual notice to all on the DDG Notice List. Where both a mailing address and an email address exist for a Class Member, they will receive a Postcard Notice and an Email Notice.

20. As the deadline for claims nears, we will issue a reminder notice, developed in consultation with the Parties, to all Class Members who have yet to submit their Claim Forms. This reminder, sent via postcard and email, will include essential case information, upcoming deadlines, and step-by-step instructions for filing a Claim electronically or by mail with the Settlement Administrator.

21. **Email Notice:** The short form notice, attached to the Settlement Agreement as Exhibit 3, will be formatted for email distribution (“Email Notice”) to all Class Members for whom a facially valid email address is available in the DDG Notice List. The Email Notice will be created using embedded html text format, presenting a user-friendly and easily readable layout that avoids the inclusion of tables, graphs, or any other elements that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP”

or “ISPs”). Furthermore, we are committed to adhering to email industry best practices, incorporating essential elements such as ‘unsubscribe’ links, readily available Settlement Notice Administrator contact information, and the utilization of multiple IP addresses with established sender reputations.⁸

22. To safeguard the integrity and optimize the deliverability of the Email Notice, all emails would undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk validation. We would monitor and report all email delivery attempts. For instances where an email is returned as undeliverable, commonly known as a ‘bounce,’ the specific reason for the bounce will be documented. If an email address is determined to be non-existent when attempted to send, this would be categorized as a ‘hard bounce,’ and no further delivery attempts would be made to that address. Instances where the inbox is full, initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as ‘soft bounces.’ To mitigate the number of undelivered emails resulting from soft bounces, we will make additional email attempts to addresses experiencing a soft bounce for a period of 72-hours. If an email remains undeliverable after this 72-hour period, it will be deemed undeliverable, and no additional delivery attempts would be pursued for that particular email address.

23. **Postcard Notice:** For any Class Member where a mailing address exists, we will mail a Postcard Notice, attached to the Settlement Agreement as Exhibit 4, via United States Postal Service (“USPS”) First Class Mail. Prior to mailing, all mailing addresses would be

⁸ ISPs assign scores, or sender reputation, to domains and IP addresses which tells email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g. open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

checked against the National Change of Address (“NCOA”)⁹ database to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery. Additionally, the addresses will be validated through the Coding Accuracy Support System to uphold zip code precision, while Delivery Point Validation would be employed to verify mailing address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, we would update the address accordingly. In instances where a Postcard Notice is returned with forwarding mailing address information, we would re-send to the newly provided mailing address. For any Postcard Notices that are returned as undeliverable, we would utilize standard skip-tracing techniques to obtain forwarding mailing address information. If skip-tracing yields an alternative forwarding mailing address, we would re-mail the notice to the mailing address identified through the skip-tracing process.

Digital Advertising Notice

24. According to MRI research, 97% of the Target Audience has used the internet in the last 30 days, 59% are medium-to-heavy users of the internet, and 88% use a cellular or smartphone device to access the internet.¹⁰

25. Accordingly, we will run banner notices on desktop and mobile devices on select websites where Class Members may visit regularly and utilize audience networks based on its cost efficiency, timing, and their contribution to reaching the Target Audience as well as social media advertising on Facebook, Instagram, TikTok, X (formerly Twitter), and Reddit.

26. We follow advertising industry best practices when designing and implementing digital notice programs. Further, we incorporate a programmatic approach to developing and implementing our notice programs which brings multiple consumer data points into a single platform allowing us to monitor the placement of notices on websites that Class Members may

⁹ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (“COA”) records consisting of names and addresses of individuals, families, and businesses who have filed a COA with the USPS. The address information is maintained on the database for 48 months.

¹⁰ 2023 MRI-Simmons Fall Doublebase USA.

be visiting and take active, real-time measures to improve efficiencies. Furthermore, we develop a unique mix of segment targeting that are based on the metrics of a target audience. Additionally, we will collaborate with the Defendant to integrate a mix of segments that align with their brand advertising target strategies and customer purchase analytics. Additional targeting mechanisms that will place the notice before a Class Member during their online journey may include:

- *Demographics* – Targeting individuals that share demographic traits such as gender, age, and income;
- *Behavioral* – Targeting is determined by the user’s behavior. This includes the types of websites they have visited and content they have consumed such as viewing cosmetic products and visiting websites that sell cosmetic products;
- *Contextual* – Users that visit a web page that has key terms such as skincare, moisturizing creams, skin cleansers, skin blemish treatment, and more. As well as words related to the products sold by Dr. Dennis Green Skincare;
- *Interest-based & Engagement* – Across social media channels, individuals that have interacted, liked, followed, shared or commented on content related to Dr. Dennis Gross Skincare and other cosmetic skincare related social media accounts;
- *Select Placement* – Targeting high-visited and high-performing sites such as Yahoo.com, CBSNews.com, NBCNews.com, People.com, CNN.com, and USAToday.com;
- *Look-alike* (if approved by the Parties) – Using the known class data, we can develop a target audience of individuals that share similar characteristics as the known class. We can also model a target audience model based on the first ~1,000 claims and continuously refining it as additional claims are submitted;
- *Customer Match* (if approved by the Parties) – Using the known class data, we can target those Class Members across display and social media channels; and
- *Device* – individuals on both desktop and mobile devices.

27. Additional targeting mechanisms and segments may be developed from *Gunaratna* class certification website analytics.

28. Furthermore, banner notices will be displayed on top-visited social media sites Facebook, Instagram, TikTok, X (formerly Twitter), and Reddit. In the U.S., Facebook and Instagram represent the leading group of social network sites with over 250 million users¹¹. X accounts for over 106 million users¹², TikTok accounts for over 90 million users¹³ and Reddit has over 41 million daily active users¹⁴. One of the key features of social media is its emphasis on user-driven content sharing, thereby facilitating the organic dissemination of notices through trusted channels utilized by Class Members in their regular communication.

29. The banner notices will use standard Interactive Advertising Bureau ad sizes (350x250, 728x90, 970x250, 300x600). Social media platform notices will be integrated into users' feeds, with custom ad sizes for Facebook, Instagram, X, and Reddit. Additionally, TikTok will feature 15-second and/or 30-second video notice. Each notice will include a description, a call to action, visually relevant content, and a clickable link to the Settlement Website. The development of these banners and video notices will be carried out in consultation with the Parties.

30. Combined, we estimate that the digital advertising notice will generate more than 124,858,000 million impressions over four weeks.

Search Advertising

31. Search-based advertising places a notice in front of users that are actively researching a topic. Utilizing Google Ads and Bing, a select list of keywords will be developed that are relevant to the litigation. When a user enters those keywords into the search bar, a short

¹¹ “Number of Facebook users in United States from 2018 to 2027” (Statista; July 2023) and “Number of Instagram users in the United States from 2018 to 2027” (Statista; July 2023).

¹² “Leading countries based on number of X (formerly Twitter) users as of April 2024” (Statista; April 2024).

¹³ “Number of TikTok users in the United States from 2019 to 2025” (Statista; October 2022).

¹⁴ Reddit Quarterly report published May 8, 2024.

descriptive notice may appear above the results that would direct users to the Settlement Website.

Earned Media – Press Release

32. A press release will be distributed over PRNewswire’s US1 Newswire in substantially the same form as the Short Form Notice. The press release will be issued broadly to media outlets, including newspapers, magazines, wire services, television, radio, and online media nationally. The Newswire distributes to more than 20,000 media outlets in the United States.

Settlement Website

33. We will create and maintain a website, www.cpluscollagenlawsuit.com, dedicated to this Settlement. The website address will be included in the Class Notices and all digital banners and videos will link directly to the Settlement Website. The Class Notices, along with other relevant documents, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also allow Class Members to file a Claim electronically, and include relevant dates, other case-related information, instructions for how to be excluded from the Class or object to the Settlement, and contact information for the Settlement Administrator.

Dedicated Toll-Free Hotline

34. A dedicated toll-free informational hotline was established and accessible 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

REQUESTS FOR EXCLUSION

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

DATA SECURITY¹⁵

36. Our firm routinely manages a broad range of confidential and highly sensitive information. To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

37. Our data encryption protection encompasses email encryption for confidential transmissions as well as laptop hard drive encryption. These encryption mechanisms adhere to industry standards, providing a minimum of 128-bit encryption strength. Complex password requirements and two-factor authentication further bolsters access to our proprietary claims management database and other system-related services. For data transmission, we establish a secure password protected web portal ensuring the protected exchange of sensitive information. Employee security protocols are enforced through annual security awareness training, specializing in the handling of protected information such as PII and identifying the mechanisms of phishing and social engineering, among others.

38. In addition to these measures, we maintain comprehensive insurance coverage, including network security insurance, providing protection in the event of any breach. Furthermore, consumer data is strictly confined to the agreed-upon purpose. These policies underscore our commitment to safeguarding sensitive information and distinguishes us within the legal notice and settlement administration field.

CLAIM FRAUD VALIDATION

39. To enhance P&N's robust fraud validation system, P&N and the Parties have agreed to implement ClaimScore¹⁶, a proprietary claim validation and fraud detection software.

¹⁵ P&N continuously evaluates its information security processes and protocols. Specific details related to data hosting and security are subject to change in order to meet evolving standards, best practices, and program needs.

¹⁶ www.claimscore.ai

The software solution reviews and scores each claim individually using a 65+ point expert system artificial intelligence algorithm that is backed by a machine learning scoring system. Each claim begins with a ClaimScore of 1,000 and is reduced each time it fails a criterion. Each criterion has either a fixed weight or sliding weight depending on both the correlation to fraudulent claims and correlation to valid claim.

CONCLUSION


40. In 2010, the Federal Judicial Center (“FJC”) issued the *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide*. The 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%.” This Notice Plan is designed to deliver an estimated reach to at least 80% of the Target Audience with an estimated average frequency of 2.56. The measurable reach and frequency of the Notice Plan is driven by direct notice to the Settlement Class Members identified in the DDG Notice List and bolstered by digital publication notice but does not include press release, paid search, dedicated website, and toll-free hotline, as these vehicles are difficult to calculate. They, however, will meaningfully strengthen the reach and frequency of the Notice Plan.

41. This method of focused notice dissemination is a measured and targeted approach to provide effective notice in this case, follows the guidance set forth in the *Manual for Complex Litigation (4th ed.)* and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.¹⁷

¹⁷ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 US 306, 315, 70 S Ct 653, 94 L Ed 865 (1950)

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

Executed this 25th day of June, 2024 in Portland, Oregon.



Brandon Schwartz

Exhibit A: CV of Brandon Schwartz

Brandon Schwartz



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

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

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

EDUCATION & CREDENTIALS

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

ARTICLES

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

SPEAKING ENGAGEMENTS

- Class Action Law Forum: The Increase of Fraud in Class Actions and Mass Torts, Plus Ethics of Third-Party Filers, San Diego, March 13, 2024
- Class Action Law Forum: Notice and Administration: Fraud and Third-Party Filers, San Diego, CA, March 18, 2023
- Class Action Law Forum: Settlement and Notice & Claims Trends, San Diego, CA, March 18, 2022
- Class Action Law Forum: Consumer Class Actions, San Diego, CA, March 5, 2020
- Class Action Mastery: Best Practices in Claims Settlement Administration, HB Litigation Conference, San Diego, CA, January 17, 2019
- Class Action Mastery: Communication with the Class, HB Litigation Conference, New York, NY, May 10, 2018

SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to



exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23



of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

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

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

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

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

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

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).



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

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

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

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

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

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

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

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



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

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

- a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;*
 - b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
- **John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.**, 1:17-cv-01307 (N.D. Ill.), Judge Harry D. Leinenweber on August 8, 2019:

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

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

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

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

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

The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order



– were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.

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

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

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

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



LEGAL NOTICE CASES

<i>In re: Valsartan N-Nitrosodimethylamine (NDMA) Products Liability Litigation</i> , Case No. 19-md-2875 (D.N.J.)
<i>Andrade-Heymsfield v. NextFoods, Inc.</i> , Case No. 21-cv-1446 (S.D. Cal.)
<i>In Re: Novant Health, Inc.</i> , Case No. 1:22-cv-00697 (M.D.N.C.)
<i>White v. General Motors, LLC</i> , Case No. 1:21-cv-00410 (D. Colo.)
<i>Gunaratna v. Dennis Gross Skincare, LLC, et al.</i> , Case No. 2:20-cv-02311 (C.D. Cal.)
<i>Hymes v. Earl Enterprises Holdings</i> , Case No. 6:19-cv-00644 (M.D. Fla.)
<i>Rivera, et al. v. Google LLC</i> , Case No. 19-CH-00990 (Ill. Cir. Ct. Cook Cnty.)
<i>Hezi v Celsius Holdings, Inc</i> , Case No. 1:21-cv-09892 (S.D.N.Y.)
<i>M.S. v. Med-Data, Inc.</i> , Case No. 4:22-cv-00187 (S.D. Tex.)
<i>Quackenbush, et al. v American Honda Motor Company, Inc. et al.</i> , Case No. 3:20-cv-05599 (N.D. Cal.)
<i>McFadden v. Nationstar</i> , Case No. 1:20-cv-00166 (D.D.C.)
<i>Sanders, et al. v. Ibox Global Solutions, Inc., et al.</i> , Case No. 1:22-cv-00591 (D.D.C.)
<i>In re: Cathode Ray Tube (CRT) Antitrust Litigation</i> , Case No. 4:07-cv-05944 (N.D. Cal.)
<i>John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.</i> , Case No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County)
<i>Gonshorowski v. Spencer Gifts, LLC</i> , Case No. ATL-L-000311-22 (N.J. Super. Ct.)
<i>Stewart et al. v. Albertsons Cos., Inc.</i> , Case No. 16CV15125 (Mult. Cty. Cir. Ct.)
<i>Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold</i> , Case No. 511490/2021 (Kings Co. Sup. Ct., 2d Jud. Dist.)
<i>Terry Fabricant v. Top Flite Financial, Inc.</i> , Case No. 20STCV13837 (Cal. Super.)
<i>Riley v. Centerstone of America</i> , Case No. 3:22-cv-00662 (M.D. Tenn.)
<i>Bae v. Pacific City Bank</i> , Case No. 21STCV45922 (Cal. Super.)
<i>Tucker v. Marietta Area Health Care Inc.</i> , Case No. 2:22-cv-00184 (S.D. Ohio)
<i>Acaley v. Vimeo.com, Inc</i> , Case No. 19-CH-10873 (Ill. Cir. Ct. Cook Cnty.)
<i>Easter v Sound Generations</i> , Case No. 21-2-16953-4 (Wash. Super.)
<i>GPM v City of Los Angeles</i> , Case No. 21STCV11054 (Cal. Super.)
<i>Pagan v. Faneuil, Inc</i> , Case No. 3:22-cv-297 (E.D. Va.)
<i>Estes v. Dean innovations, Inc.</i> , Case No. 20-CV-22946 (Mult. Cty. Cir. Ct.)
<i>Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.</i> , Case No. 21-2-03929-1 (Wash. Super.)
<i>Gilmore, et al. v. Monsanto Company, et al.</i> , Case No. 3:21-cv-8159 (N.D. Cal.)
<i>Copley v. Bactolac Pharmaceutical, Inc. et al.</i> , Case No. 2:18-cv-00575 (E.D.N.Y.)
<i>James v. CohnReznick LLP</i> , Case No. 1:21-cv-06544 (S.D.N.Y.)
<i>Doe v. Virginia Mason</i> , Case No. 19-2-26674-1 (Wash. Super.)
<i>LaPrairie v. Presidio, Inc., et al.</i> , Case No. 1:21-cv-08795 (S.D.N.Y.)
<i>Richardson v. Overlake Hospital Medical Center et al.</i> , Case No. 20-2-07460-8 (Wash. Super.)
<i>Weidman, et al. v. Ford Motor Company</i> , Case No. 2:18-cv-12719 (E.D. Mich.)



<i>Siqueiros et al. v. General Motors, LLC</i> , Case No. 3:16-cv-07244 (N.D. Cal.)
<i>Vaccaro v. Delta Drugs, II, Inc.</i> , Case No. 20STCV28871 (Cal. Super.)
<i>Hosch v. Drybar Holdings LLC</i> , Case No. 2021-CH-01976 (Ill. Cir. Ct. Cook Cnty.)
<i>Davidson v. Healthgrades Operating Company, Inc.</i> , Case No. 21-cv-01250 (D. Colo.)
<i>Baldwin et al. v. National Western Life Insurance Co.</i> , Case No. 2:21-cv-04066 (W.D. Mo.)
<i>Deien v. Seattle City Light</i> , Case No. 19-2-21999-8 (Wash. Super.)
<i>Blake Chapman et al. v. voestalpine Texas, LLC, et al.</i> , Case No. 2:17-cv-00174 (S.D. Tex.)
<i>Hanson v. Welch Foods Inc.</i> , Case No. 3:20-cv-02011 (N.D. Cal.)
<i>McMorrow v. Mondelez International, Inc.</i> , Case No. 3:17-cv-02327 (S.D. Cal.)
<i>Hadley, et al. v. Kellogg Sales Company</i> , Case No. 5:16-cv-04955 (N.D. Cal.)
<i>Miracle-Pond, et al. v. Shutterfly, Inc.</i> , Case No. 16-cv-10984 (Cir. Ct. Cook Cnty.)
<i>In Re: Sonic Corp. Customer Data Breach Litigation</i> , Case No. 1:17-md-02807 (N.D. Ohio)
<i>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</i> , Case No. 3:18-cv-00850 (E.D. Va.)
<i>Krommenhock, et al. v. Post Foods, LLC</i> , Case No. 3:16-cv-04958 (N.D. Cal.)
<i>Daley, et al. v. Greystar Management Services LP, et al.</i> , Case No. 2:18-cv-00381 (E.D. Wash.)
<i>Brianna Morris v. FPI Management Inc.</i> , Case No. 2:19-cv-0128 (E.D. Wash.)
<i>Kirilose Mansour v. Bumble Trading Inc.</i> , Case No. RIC1810011 (Cal. Super.)
<i>Clopp et. al. v. Pacific Market Research, LLC et. al.</i> , Case No. 21-2-08738-4 (Wash. Super.)
<i>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</i> , Case No. 58410 (E.D. La.)
<i>Jackson-Battle v. Navicent Health, Inc.</i> , Case No. 2020-cv-072287 (Ga Super.)
<i>Richardson v. Overlake Hospital Medical Center et al.</i> , Case No. 20-2-07460-8 (Wash. Super.)
<i>Fabricant v. Amerisave Mortgage Corp</i> , Case No. 2:19-cv-04659 (C.D. Cal.)
<i>Jammeh v. HNN Assoc.</i> , Case No. 2:19-cv-00620 (W.D. Wash.)
<i>Farruggio, et al. v. 918 James Receiver, LLC et al.</i> , Case No. 3831/2017 (N.Y. Sup Ct)
<i>Winters, et al. v. Two Towns Ciderhouse Inc.</i> , Case No. 3:20-cv-00468 (S.D. Cal.)
<i>Siddle, et al. v. The Duracell Company, et al.</i> , Case No. 4:19-cv-00568 (N.D. Cal.)
<i>Lisa Jones et al. v. Monsanto Company</i> , Case No. 4:19-cv-00102 (W.D. Mo.)
<i>Makaron v. Enagic USA, Inc.</i> , Case No. 2:15-cv-05145 (C.D. Cal.)
<i>John Karpilovsky, et al. v. All Web Leads, Inc.</i> , Case No. 1:17-cv-01307 (N.D. Ill.)
<i>Hughes et al. v. AutoZone Parts Inc. et al.</i> , Case No. BC631080 (Cal. Super.)
<i>Secaucus Investors LLC and Health Care Grower, LLC v. Harmony Foundation of New Jersey, Inc. et al.</i> , Case No. BER-C-275-21 (N.J. Sup Ct.)
<i>Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</i> , Case No. 3:17-cv-0586 (W.D. Wash.)
<i>Aaron Van Fleet, et al. v. Trion Worlds Inc.</i> , Case No. 535340 (Cal. Super.)
<i>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</i> , Case No. 1:16-cv-11675 (N.D. Ill.)
<i>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</i> , Case No. BC652939 (Cal. Super.)
<i>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</i> , Case No. 82253 (La. Dist.)
<i>In re: Sony PS3 "Other OS" Litigation</i> , Case No. 4:10-cv-01811 (N.D. Cal.)



<i>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00169 (D.N.J.)
<i>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</i> , Case No. 3:12-cv-00711 (D.N.J.)
<i>Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.</i> , Case No. 1:14-cv-00719 (D. Del.)
<i>Gordon v. The Hain Celestial Group, et al.</i> , Case No. 1:16-cv-06526 (S.D.N.Y.)
<i>In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico – Economic and Property Damages Settlement</i> , MDL No. 2179 (E.D. La.)
<i>In re: Google Inc. Cookie Placement Consumer Privacy Litigation</i> , MDL No. 2358 (D. Del.)
<i>In re: Pool Products Distribution Market Antitrust Litigation</i> , MDL No. 2128 (E.D. La.)
<i>In re: Polyurethane Foam Antitrust Litigation</i> , MDL No. 2196 (N.D. Ohio)
<i>In re: Processed Egg Products Antitrust Litigation</i> , MDL No. 2002 (E.D. Pa.)
<i>In re: The Flintkote Company and Flintkote Mines Limited</i> , Case No. 1:04-bk-11300 (Bankr. D. Del.)
<i>In re: Prograf (Tacrolimus) Antitrust Litigation</i> , MDL No. 2242 (D. Mass.)
<i>Markos v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01156 (N.D. Ga.)
<i>Cross v. Wells Fargo Bank, N.A.</i> , Case No. 1:15-cv-01270 (N.D. Ga.)
<i>Ferrick v. Spotify USA Inc.</i> , Case No. 1:16-cv-08412 (S.D.N.Y.)
<i>In re: Parmalat Securities Litigation</i> , MDL No. 1653 (S.D.N.Y.)
<i>Smith v. Floor and Décor Outlets of America, Inc.</i> , Case No. 1:15-cv-04316 (N.D. Ga.)
<i>Schwartz v. Intimacy in New York, LLC</i> , Case No. 1:13-cv-05735 (S.D.N.Y.)
<i>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation</i> , MDL No. 2426 (D. Me.)
<i>Young v. Wells Fargo & Co</i> , Case No. 4:08-cv-00507 (S.D. Iowa)
<i>In re: Credit Default Swaps Antitrust Litigation</i> , MDL No. 2476 (S.D.N.Y.)
<i>Anthony Frank Lasseter et. al. v. Rite-Aid</i> , Case No. 09-cv-2013-900031 (Ala. Cir. Ct.)
<i>Khoday v. Symantec Corp.</i> , Case No. 0:11-cv-00180 (D. Minn.)
<i>MacKinnon, Jr v. IMVU</i> , Case No. 1-11-cv-193767 (Cal. Super.)
<i>Ebarle et al. v. LifeLock, Inc.</i> , Case No. 3:15-cv-00258 (N.D. Cal.)
<i>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</i> , Case No. 1:15-cv-05880 (S.D.N.Y.)
<i>Schwartz v. Avis Rent A Car System</i> , Case No. 2:11-cv-04052 (D.N.J.)
<i>Klein v. Budget Rent A Car System</i> , Case No. 2:12-cv-07300 (D.N.J.)
<i>Pietrantonio v. Kmart Corporation</i> , Case No. 15-5292 (Mass. Cmmw.)
<i>Cox et al. v. Community Loans of America, Inc., et al.</i> , Case No. 4:11-cv-00177 (M.D. Ga.)
<i>Vodenichar et al. v. Halcón Energy Properties, Inc. et al.</i> , Case No. 2013-512 (Pa. Com. Pleas)
<i>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</i> , Case No. 1208 10246 (Or. Cir.)
<i>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</i> , Case No. 0:13-cv-62019 (S.D. Fla.)
<i>Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.</i> , Case No. 03-2-33553-3 (Wash. Super.)
<i>Phillips v. Bank of America</i> , Case No. 15-cv-00598 (Cal. Super.)
<i>Ziwczyn v. Regions Bank and American Security Insurance Co.</i> , Case No. 1:15-cv-24558 (S.D. Fla)
<i>Dorado vs. Bank of America, N.A.</i> , Case No. 1:16-cv-21147 (S.D. Fla)
<i>Glass v. Black Warrior Electric</i> , Case No. cv-2014-900163 (Ala. Cir.)
<i>Beck v. Harbor Freight Tools USA, Inc.</i> , Case No. 15-cv-00598 (Ohio Com. Pleas)



<i>Ligon v. City of New York, et al.</i> , Case No. 12-cv-2274 (S.D.N.Y.)
<i>Abdellahi, et al., vs. River Metals Recycling, LLC</i> , Case No. 13-CI00095 (Ky. Cir.)
<i>Alegre v. XPO Last Mile, Inc.</i> , Case No. 2:15-cv-02342 (D.N.J.)
<i>Jack Leach et al. v. E.I. du Pont de Nemours and Co.</i> , Case No. 01-C-608 (W. Va. Cir.)
<i>Hayes, et al. v. Citizens Financial Group Inc., et al.</i> , Case No. 1:16-cv-10671 (D. Mass.)
<i>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</i> , Case No. 1:13-cv-07789 (S.D.N.Y.)
<i>Flo & Eddie, Inc. v. Sirius XM Radio, Inc.</i> , Case No. 2:13-cv-05693 (C.D. Cal.)
<i>Cozzitorto vs. American Automobile Association of Northern California, Nevada & Utah</i> , Case No. C13-02656 (Cal. Super.)
<i>Filannino-Restifo, et al. v. TD Bank, N.A.</i> , Case No. 0:18-cv-01159 (D.N.J.)
<i>United States v. Takata Corporation</i> , Case No. 2:16-cv-20810 (E.D. Mich.)
<i>Free Range Content, Inc. v. Google Inc.</i> , Case No. 5:14-cv-02329 (N.D. Cal.)
<i>Bautista v. Valero Marketing and Supply Company</i> , Case No. 3:15-cv-05557 (N.D. Cal.)
<i>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</i> , Case No. cv-16-70667 (Ont. Super. Ct.)
<i>Thierry Muraton -and- Toyota Canada Inc.</i> , Case No. 500-06-000825-162 (Que. Super. Ct.)
<i>In re: Residential Schools Class Action Litigation</i> , Case No. 00-cv-192059 (Ont. Super. Ct.)
<i>In re: Tricor Antitrust Litigation</i> , Case No. 05-340 (D. Del.)
<i>Masztal v. City of Miami</i> , Case No. 3D06-1259 (Fla. Dist. App.)
<i>In re: Tribune Company, et al.</i> , Case No. 08-13141 (D. Del.)
<i>Marian Perez v. Tween Brands Inc.</i> , Case No. 14-cv-001119 (Ohio Com. Pleas)
<i>Ferguson v. Safeco</i> , Case No. DV 04-628B (Mont. Dist.)
<i>Williams v. Duke Energy</i> , Case No. 1:08-cv-00046 (S.D. Ohio)
<i>Boone v. City of Philadelphia</i> , Case No. 2:05-cv-01851 (E.D. Pa.)
<i>In re: Lehman Brothers Inc.</i> , Case No. 08-13555, 08-01420 (Bankr. S.D.N.Y.)
<i>In re: Department of Veterans Affairs (VA) Data Theft Litigation</i> , MDL No. 1796 (D.D.C.)
<i>In re: Countrywide Customer Data Breach Litigation</i> , MDL No. 1998 (W.D. Ky.)
<i>In re: Checking Account Overdraft Litigation</i> , MDL No. 2036 (S.D. Fla.)
<i>In re: Heartland Data Security Breach Litigation</i> , MDL No. 2046 (S.D. Tex.)
<i>Schulte v. Fifth Third Bank</i> , Case No. 1:09-cv-06655 (N.D. Ill.)
<i>Mathena v. Webster Bank, N.A.</i> , Case No. 3:10-cv-01448 (D. Conn.)
<i>Delandro v. County of Allegheny</i> , Case No. 2:06-cv-00927 (W.D. Pa.)
<i>Trombley v. National City Bank</i> , Case No. 1:10-cv-00232 (D.D.C.)
<i>Fontaine v. Attorney General of Canada</i> , Case No. 00-cv-192059 CP (Ont. Super. Ct.)
<i>Marolda v. Symantec Corp.</i> , Case No. 3:08-cv-05701 (N.D. Cal.)



Exhibit B: CV of EAG Gulf Coast, LLC



Class & Mass Action Settlement Administration

Our Approach

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

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

Sample Case Experience*



Environmental/Toxic Torts

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



Consumer

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



Antitrust

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



Mass Torts

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



Data Breach/Privacy

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



Mass Arbitration

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



Other Notable Cases

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

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

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

²Appointed As Common Benefit Trustee

³Inventory Settlement

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

EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

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

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

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

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

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

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



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

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

The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

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

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

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

The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.



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

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

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

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

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

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

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

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

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



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

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

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

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

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

The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

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

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



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

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

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

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

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



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

