

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:

LOCAL TV ADVERTISING ANTITRUST
LITIGATION

MDL No. 2867

No. 18 CV 6785

Honorable Virginia M. Kendall

**PLAINTIFFS' MOTION TO APPOINT SETTLEMENT ADMINISTRATOR,
APPROVE SETTLEMENT NOTICE PROGRAM, AND COMPEL PRODUCTION OF
CUSTOMER CONTACT INFORMATION**

Pursuant to Federal Rule of Civil Procedure 23, Plaintiffs,¹ by and through their counsel, respectfully move the Court to (1) appoint JND Legal Administration (“JND”) as the Settlement Administrator to provide notice to members of proposed settlement classes and administer the Settlements;² (2) approve the proposed means and form of settlement notice (“Notice Program”), described below and in the accompanying Declaration of Gina M. Intrepido-Bowden of JND (“Intrepido-Bowden Declaration”); and (3) order Defendants TEGNA, Inc. (“TEGNA”), Gray Media Group (f/k/a Raycom Media Inc.) (“Raycom”), and Meredith Corporation (“Meredith”) to produce customer contact information.³

I. INTRODUCTION

Plaintiffs, on behalf of putative Settlement Classes, have entered into Settlements with the Settling Defendants: CBS, Fox, the Cox Entities, and ShareBuilders. Collectively, the Settlements provide the proposed Settlement Classes with \$48,000,000 and valuable cooperation, which will aid Plaintiffs in their prosecution of the case against the Non-Settling Defendants.⁴ On May 26, 2023, Plaintiffs filed a motion for preliminary approval of the Settlements in which Plaintiffs also sought certification of four Settlement Classes, one for each Settling Defendant. *See* [ECF No. 982](#).

¹ “Plaintiffs” refers to One Source Heating & Cooling, LLC, ThoughtWorx, Inc. d/b/a MCM Services Group, Hunt Adkins, Inc., and Fish Furniture.

² Settlements refers to the settlements with (1) CBS Corporation k/n/a Paramount Global (“CBS”); (2) Fox Corporation (“Fox”); (3) Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “the Cox Entities”); and (4) ShareBuilders, Inc. (“ShareBuilders,” and with CBS, Fox, and the Cox Entities, the “Settlement Defendants”).

³ Unless otherwise stated, all capitalized terms herein have the same meaning as in the Settlements.

⁴ The Non-Settling Defendants are Raycom Media Inc. (“Raycom”), Meredith Corporation (“Meredith”), Griffin Communications, LLC (“Griffin”), Nexstar Media Group, Inc. (“Nexstar”), Dreamcatcher Broadcasting, LLC (“Dreamcatcher”), Sinclair Broadcasting Group, Inc. (“Sinclair”), Tribune Broadcasting Company, LLC (“Tribune Broadcasting”) and Tribune Media Company (“Tribune Media”) (collectively, “Tribune,” and with Dreamcatcher and Nexstar, “Nexstar Group”), The E.W. Scripps Company (“Scripps”), and TEGNA Inc. (“TEGNA”).

Plaintiffs now seek approval of the proposed Notice Program. Based on its expertise developed in numerous other cases, and in consultation with Interim Lead Counsel, JND has designed a robust Notice Program, which is consistent with the requirements of Federal Rules of Civil Procedure 23 and the Due Process Clause of the United States Constitution, as well as The Federal Judicial Center’s (“FJC”) guidelines for the best practicable due process notice. *Intrepido-Bowden Decl.*, ¶ 2. As described further below, the Notice Program includes direct notice, which is expected to reach virtually all putative members of the Settlement Classes (“Settlement Class Members”), supplemented by a media campaign, which is designed to further enhance the reach of the notice program. *Id.* at ¶ 41. Moreover, the notice documents contain easy-to-read summaries of the Settlements and instructions on how to obtain more information. *Id.* at ¶ 39. Accordingly, the Court should approve JND as the Settlement Administrator and approve the proposed Notice Program.

In addition, and as this Court is aware, three Non-Settling Defendants—TEGNA, Raycom, and Meredith—have thus far declined to produce customer contact information that is necessary to facilitate the Notice Program. *See* [ECF No. 929](#). These Defendants’ primary objection to producing this information was that it was premature prior to Plaintiffs’ seeking approval of settlements and an associated notice program. *See* [ECF No. 945](#). Since that objection has now been mooted, there is no reason to delay entering an order compelling the production of this necessary information.

II. ARGUMENT

A. The Court Should Approve JND as the Settlement Administrator.

JND is a nationally recognized legal administration services provider with extensive experience with all aspects of legal administration and has administered hundreds of class action matters. *See* *Intrepido-Bowden Decl.*, ¶¶ 3-8. The principals of JND collectively have more than

eighty (80) years of experience in class action legal and administrative fields, have overseen claims processes for some of the largest legal claims administration matters in the country's history, and regularly prepare and implement court approved notice and administration campaigns throughout the United States. *Id.*, ¶ 6.⁵

In addition, JND has been recognized by various publications, including, the *National Law Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for multiple consecutive years and was inducted into the *National Law Journal* Hall of Fame in 2022 and 2023 for having held this title. *Id.*, ¶ 5. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards program. *Id.*

Thus, JND is eminently qualified to serve as the Settlement Administrator for these Settlements.

B. The Court Should Approve the Notice Program.

The Court must determine that notice of a proposed settlement to class members is “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” [*In re TikTok, Inc., Consumer Privacy Litig.*, 565](#)

⁵ For example, JND was appointed the notice and claims administrator in the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which it mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet, and more; staffed the call center with more than 250 agents during the peak notice program; and received and processed more than eight million claims. *Id.*, ¶ 7. JND was also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement, the largest class action in terms of the more than 18 million claims received. *Id.* Email notice was sent twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with 1,500 agents at the peak of call volume. *Id.*

[F. Supp. 3d 1076, 1091 \(N.D. Ill. 2021\)](#) (quoting [Fed. R. Civ. P. 23\(c\)\(2\)\(B\)](#)). The best notice practicable is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action.” [Mullane v. Cent. Hanover Bank & Tr. Co.](#), 339 U.S. 306, 314 (1950). Where class members can be identified through reasonable effort, individual notice can be accomplished through United States mail or electronic means. See [Fed. R. Civ. P. 23\(c\)\(2\)\(B\)](#); see also [Fed. R. Civ. P. 23](#) advisory committee’s note to 2018 amendments (recognizing that because of changing technology, email may be the most promising means of notice). Other members may be notified by publication. [City of Greenville v. Syngenta Crop Prot., Inc.](#), 2012 WL 1948153, at *4 (S.D. Ill. May 30, 2012). This standard does not require every conceivable class member to receive actual notice. [Eisen v. Carlisle & Jacquelin](#), 417 U.S. 156, 176 (1974); see also [Shurland v. Bacci Café & Pizzeria on Ogden, Inc.](#), 271 F.R.D. 139, 144 (N.D. Ill. 2010).

Additionally, under generally recognized standards, the form of notice must afford potential class members the ability to “make an informed decision about their participation” in the litigation. [ANNOTATED MANUAL FOR COMPLEX LITIGATION § 21.311 \(4th ed. 2022\)](#). Under Rule 23(c)(2)(B), the notice must:

clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

[Fed. R. Civ. P. 23\(c\)\(2\)\(B\)](#); see also [In re AT&T Mobility Wireless Data Servs. Sales Litig.](#), 270 F.R.D. 330, 351 (N.D. Ill. 2010). The form of notice is “adequate if it may be understood by the average class member.” 4 NEWBERG ON CLASS ACTIONS § 11.53 (4th ed. 2002). The notice of settlement must be sufficiently detailed to permit class members to determine relevant deadlines for submitting a claim and opting out of the class or objecting to the settlement, as well as the

claims that the settlement would release. See [Schulte v. Fifth Third Bank](#), 805 F. Supp. 2d 560, 591 (N.D. Ill. 2011). Finally, notice need not provide an estimated amount that each claimant will recover. [In re TikTok](#), 565 F. Supp. 3d at 1092; see also [DeBoer v. Mellon Mortg. Co.](#), 64 F.3d 1171, 1176 (8th Cir. 1995).

1. The Proposed Manner of Notice Dissemination Represents the Best Notice Practicable Under the Circumstances.

The proposed Notice Program includes direct notice, which is expected to reach virtually all Settlement Class Members, supplemented by a media campaign, which is designed to further enhance the reach of the Notice Program. Intrepido-Bowden Decl., ¶ 41. The expected reach of the Notice Program is on the high end of the 70–95% reach standard set forth by the Federal Judicial Center and will exceed that of other court-approved programs. *Id.*, ¶ 42. The Notice Program also includes the administration of a case-specific website (“Settlement Website”) and toll-free information support line as well as a claim stimulation plan, if necessary, to encourage Settlement Class Members to submit claims, as described in greater detail below.

Courts have regularly approved class notice programs that include multilayered approaches, such as the Notice Program described below. See, e.g., [Schulte](#), 805 F.Supp.2d at 595–96 (approving class notice program that consisted of individual notice; publication on the Internet, daily newspapers, and via press release; and a toll-free number). Accordingly, this Notice Program satisfies Rules 23(c) and 23(e) and constitutes the best notice practicable under the circumstances, and it should be approved. See [City of Greenville v. Syngenta Crop Prot., Inc.](#), 2012 WL 1948153, at *4 (S.D. Ill. May 30, 2012). The Court should do the same here.

a) Direct Notice.

Under the proposed Notice Program, the Settlement Administrator will send by email (and by postcard where an email address is unavailable or undeliverable, and where a mailing address

is available) direct notice of the Settlements to Settlement Class Members whose contact information has been provided by the Settling Defendants and Non-Settling Defendants. Intrepido-Bowden Decl., ¶¶ 16-17.⁶

b) Supplemental Media Notice.

In addition to the robust direct-notice program outlined above, the proposed Notice Program also includes a four (4) week industry-targeted media campaign, including print and digital media, reasonably tailored to reach a maximum number of additional potential Settlement Class Members as efficiently as possible. *Id.*, ¶ 27. These measures include the following:

Print Notice: JND has devised a well-tailored paid print-media program that will include publishing one notice placement in two leading industry publications, *Ad Age* and *AdWeek*, which together have a circulation of 118,265. The core audience of these publications includes top-level executives from Fortune 500 companies and their agency and media partners and will reach individuals and companies likely affected by the settlement.

Digital Notice: JND will disseminate notice of the settlement for a four-week period on professional social-media platform LinkedIn,⁷ leading industry websites such as AdAge.com, Adweek.com, MarketingWeek.com, MediaPost.com, TVNewsCheck.com, digital network GDN, and digital trade desk OMtd. The core user base of these platforms includes individuals and companies likely affected by the settlement. These digital advertisements will directly link to the Settlement Website, where users can access more information and file an online claim.

Id., ¶¶ 28, 29, 31.

c) Settlement Website and Toll-Free Number.

JND will further assist potential Settlement Class Members in understanding their rights

⁶ As set forth below and in Plaintiffs' Discovery Motion No. 16 ([ECF No. 929](#)), all Defendants except TEGNA, Meredith and Raycom have produced customer contact information, including physical and email addresses, and the Court should compel these recalcitrant Defendants to promptly produce this information. *See also* Part II-D, *infra*.

⁷ Specifically, the LinkedIn notice program will target individuals who are in media-buying groups, interested in marketing and advertising, at companies in the advertising or marketing service industries, or at companies with fewer than 1000 employees. *Id.*, ¶ 30. Additionally, the program will target individuals with current or past job titles that are related to advertising, media, and marketing. *Id.*

under the Settlements by establishing a case-specific toll-free number and Settlement Website. *Id.*, ¶¶ 33–36. The toll-free number will be staffed during business hours with operators who are trained to answer questions about the Settlements and Claim Form using an approved set of answers to frequently asked questions. *Id.*, ¶ 36.

In addition to information regarding the facts and terms of the Settlements and deadlines, the Settlement Website will include answers to frequently asked questions, contact information for the Settlement Administrator, and links to important case documents including the Long Form Notice, the Claim Form, and the Settlement Agreements. *Id.*, ¶ 33. The Settlement Website will also include information on how potential Settlement Class Members can opt-out of or object to any (or all) of the Settlements if they choose. *Id.* The Settlement Website will also include an online Claim Form where Settlement Class Members can digitally submit their claims, as well as an option to download the Claim Form for Settlement Class Members who prefer to submit their claims by mail. *Id.*, ¶¶ 33–34. The Settlement Website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices, and it will also be designed to maximize search engine optimization through Google and other search engines. *Id.*, ¶ 35.

d) Claims Stimulation Effort.

Prior to the claim filing deadline, JND may, if determined by Settlement Class Counsel to be necessary, initiate a notice effort to encourage Settlement Class Members to submit claims and remind them of the impending deadline. *Id.*, ¶ 32. This effort could include reminder email notices and/or a digital advertising reminder campaign, which would target individuals who had visited the Settlement Website but did not complete a Claim Form. *Id.* JND will also monitor Settlement Website traffic to determine which methods of notice have resulted in the greatest number of claims submissions and use that information to create additional claims stimulation programs, if

determined by Settlement Class Counsel to be necessary. *Id.*

2. *The Proposed Forms of Notice Clearly and Fairly Apprise Settlement Class Members of the Nature of this Action and the Scope of Their Rights.*

The Email Notice, Postcard Notice, Print Notice, Digital Notice, and Long Form Notice (collectively, the “Notice Documents”) are attached as Exhibits B to F, respectively, to the Intrepido-Bowden Declaration.⁸ The Notice Documents, which are described in greater detail below, are designed to comply with Rule 23’s guidelines for class action notices and the *FJC’s Checklist*, and Courts routinely approve notices that have been written and designed in a similar manner. *Id.*, ¶¶ 39-40. Accordingly, the proposed Notice Documents should be approved by the Court. See [*Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 232 \(N.D. Ill. 2016\)](#) (approving notices with form and content that were straightforward and satisfied the Federal Judicial Center’s guidelines).

First, the Email and Postcard Notices, as well as the Print and Digital Notices, contain easy-to-read summaries of the Settlements and instructions on how to obtain more information. These notices direct potential Settlement Class Members to the Settlement Website, where the Long Form Notice will be posted. Intrepido-Bowden Decl., ¶ 39.

Second, the Long Form Notice and the Settlement Website contain more detailed information for Settlement Class Members. This information includes, among other things, the following: (1) the definition of the Settlement Classes and types of purchases that qualify for inclusion in the Settlement Classes; (2) the fact that the Settlement Funds will be distributed *pro rata* to claiming Settlement Class Members based on their respective purchase amounts; (3) the fact that Settlement Class Members may exclude themselves from any (or all) of the Settlement

⁸ A copy of the Claim Form is also attached as Exhibit G.

Classes, or object to any (or all) of the Settlements, if they so choose, as well as the manner and timing (*i.e.*, deadlines) in which to do so; (4) the maximum amount of attorneys’ fees and expenses that may be sought; (5) the binding effect of a judgment on the Settlement Classes; and (6) the fact that, if the Court grants final approval, the case will be dismissed as against the Settling Defendants with prejudice. *Id.*, Ex. F.

Third, the Notice Documents will also provide the date, time, and place for the Final Approval Hearing (once that hearing is set by the Court) and inform Settlement Class Members that they do not need to enter an appearance through counsel but may do so if they choose. *Id.*

Based on the above, the Court should approve the proposed Notice Documents.

C. The Court Should Enter the Proposed Notice Schedule and Set a Final Approval Hearing Date.

The last step in the settlement approval process is the final approval, at which the Court may hear all evidence necessary to evaluate the proposed Settlements. At that hearing, proponents of and objectors (if any) to the Settlements may be heard and explain their respective positions. Plaintiffs propose the following schedule of events necessary for a hearing on final approval of the Settlements.

<u>Event</u>	<u>Deadline</u>
Order approving Plaintiffs’ proposed Notice Program (“Order”)	0
TEGNA, Raycom, and Meredith to produce reasonably accessible customer names, mailing addresses, and email addresses	21 days after the Order
Dissemination of Email and Postcard Notices; activation of Settlement Website and Toll-free number	45 days after the Order
Publication of Digital and Print Notices	45 days after the Order or as soon as practicable thereafter due to

	publications schedules (Digital Notice to run for four weeks)
Plaintiffs to file their motion for attorneys’ fees and expense reimbursement	75 days after the Order [this date is 30 days before the proposed opt-out/objection deadline]
Plaintiffs to file their motion for final approval	90 days after the Order [this date is at least 30 days before the Final Approval Hearing]
Deadline for Settlement Class Members to object to, or opt-out of, any or all Settlements (this is a postmark deadline)	105 days after Order [this date is 60 days after direct notice goes out]
Plaintiffs to file responses to objections, if any, and a proposed final approval order with a complete list of all Settlement Class Members that have opted out of the Settlements	At least 7 days before the Final Approval Hearing
Final Approval Hearing	At least 120 days after the Order, as the Court’s schedule permits

This schedule is consistent with notice and final approval schedules approved in other cases. Accordingly, the Court should approve the proposed notice schedule.

D. The Court Should Order the Production of Customer Contact Information.

The foregoing Notice Program proposes direct notice to the Settlement Classes in accordance with Rule 23. While Plaintiffs have received customer contact information from most of the Defendants, three Defendants have refused to produce such information. Through this filing, as well as their earlier Discovery Motion No. 16 ([ECF No. 929](#)), Plaintiffs seek an order from the Court requiring that TEGNA, Meredith, and Raycom produce their complete customer contact information.⁹

A court may order a defendant to cooperate in identifying the “class members to whom

⁹ Plaintiffs filed their Discovery Motion No. 16 on March 17, 2023. *See* [ECF No. 929](#). As explained in more detail therein, such information is relevant not just to settlement notice, but can also be important for determining class-wide impact. *Id.* at 9.

notice must be sent.” [Oppenheimer Fund, Inc., v. Sanders](#), 437 U.S. 340, 355 (1978). To this end, courts regularly require non-settling defendants to produce customer names and contact information for purposes of effectuating notice of class settlements and facilitating claims administration in antitrust and complex cases. *See, e.g., Olean Wholesale Grocery Cooperative, Inc. v. Agri Stats, Inc.*, No. 19-cv-8318 (N.D. Ill. May 25, 2021), [ECF No. 265 at 4](#) (ordering production of customer lists and contact information for settlement notice); *In re Pork Antitrust Litig.*, No. 18-cv-1776-JRT (D. Minn. Jan. 13, 2021), [ECF No. 631, ¶ 7](#) (same).¹⁰ Plaintiffs respectfully request that such information be provided to Plaintiffs within twenty one (21) days of this Court’s order approving the Notice Program.

III. CONCLUSION

Based on the foregoing, Plaintiffs respectfully ask the Court to enter an Order: (1) appointing JND as the Settlement Administrator; (2) approving the Notice Program; and (3) ordering Defendants TEGNA, Raycom, and Meredith to produce customer contact information.

Dated: June 9, 2023

Respectfully submitted,

/s/ Robert J. Wozniak
Robert J. Wozniak
Steven A. Kanner
FREED KANNER LONDON &

¹⁰ *See also In re Domestic Airline Travel Antitrust Litig.*, 322 F. Supp. 3d 64, 66 (D.D.C. 2018) (ordering the production of customer email addresses by non-settling defendants); *In re Processed Egg Prods. Antitrust Litig.*, No. 08-MD-2002, (E.D. Pa. July 15, 2010), [ECF No. 388, ¶ 3](#) (ordering “each Defendant who has not already done so” to produce customer lists); *In re Air Cargo Shipping Serv. Antitrust Litig.*, No. 06-MD-01775 (E.D.N.Y. Oct. 31, 2007), [ECF No. 646](#) (ordering production from non-settling defendants); *In re Visa Check/MasterMoney Antitrust Litig.*, 2002 WL 31528478, at *3 (E.D.N.Y. June 21, 2002) (non-settling defendants required to produce customer information for purposes of notice); *In re Urethane Antitrust Litig.*, No. 04-MD-01616, (D. Kan. April 6, 2006), [ECF No. 291, at 3](#) (requiring production of records from non-settling defendants’ records); *Lazy Oil Co. v. Witco Corp.*, 95 F. Supp. 2d 290, 297 (W.D. Pa. 1997) (mailed notice based on both settling and non-settling defendants’ customer lists); *In re Packaged Ice Antitrust Litig.*, *2 (E.D. Mich. Sept. 2, 2010) (directing settling and non-settling defendants to provide customer data).

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Plaintiffs’ Steering Committee

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**IN RE: LOCAL TV ADVERTISING
ANTITRUST LITIGATION**

Master Docket No. 18 C 06785

MDL No. 2867

Honorable Virginia M. Kendall

**DECLARATION OF GINA M. INTREPIDO-BOWDEN
ON PROPOSED SETTLEMENT NOTICE PROGRAM**

I, Gina M. Intrepido-Bowden hereby declare and state as follows:

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a judicially recognized legal notice expert with more than 20 years of legal experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as Exhibit A.

2. I submit this Declaration, based on my personal knowledge and information provided to me by the Parties and experienced JND employees to describe the proposed Settlement Notice Program and address why it is consistent with other class notice plans that courts have determined satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule, as well as the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

BACKGROUND AND EXPERIENCE

3. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered hundreds of class action matters. JND's class action division provides all services necessary for the effective administration of class actions including: (1) all facets of providing legal notice to potential class members, such as developing the final class member list and addresses for them, outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) lien verification, negotiation, and resolution; (7) calculation design and programming; (8) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (9) qualified settlement fund management and tax reporting; (10) banking services and reporting; and (11) all other functions related to the secure and accurate administration of class actions.

4. JND is an approved vendor for the United States Securities and Exchange Commission (SEC), the Federal Trade Commission (FTC), and most recently, the Consumer Financial Protection Bureau ("CFPB"). In addition, we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission (EEOC), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC), the Federal Communications Commission (FCC), the Department of Justice (DOJ) and the Department of Labor (DOL). We also have Master Services Agreements with various corporations and banks, which were only awarded after JND underwent rigorous reviews of our

systems, privacy policies, and procedures. JND has been certified as SOC 2 compliant by noted accounting firm Moss Adams.¹

5. JND has been recognized by various publications, including, the *National Law Journal*, the *Legal Times* and the *New York Law Journal*, for excellence in class action administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for multiple consecutive years and was inducted into the *National Law Journal* Hall of Fame in 2022 and 2023 for having held this title. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards program.

6. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields and have overseen claims processes for some of the largest legal claims administration matters in the country's history and regularly prepare and implement court approved notice and administration campaigns throughout the United States.

7. JND was appointed the notice and claims administrator in the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet, and more; staffed the call center with more than 250 agents during the peak notice program; and received and processed more than eight million claims. JND was also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement, the largest class action in terms of the more than 18 million claims received. Email notice was sent

¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with 1,500 agents at the peak of call volume.

8. Other large JND matters include a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions class action settlements, the \$120 million GM Ignition class action economic settlement, where we sent notice to nearly 30 million class members; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of others.

9. As a member of JND's Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. In addition to providing notice directly to potential class members through direct mail and email, our media campaigns, which are regularly approved by courts throughout the United States, have used a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media and the internet depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. During my career, I have submitted several hundred declarations to courts throughout the country attesting to the creation and launch of various media programs.

CASE BACKGROUND

10. I have been asked by the Parties to assist in preparing a Settlement Notice Program to reach members of the Settlement Class and inform them about the four proposed Settlements and their rights and options. The Settlement Class or Class Members consist of purchasers of broadcast television spot advertising directly from one or more Broadcaster Defendants in a designated market area within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and who paid one or more

Defendants directly for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018.²

SETTLEMENT NOTICE PROGRAM OVERVIEW

11. The objective of proposed Settlement Notice Program is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a plain language notice with the ability to easily take the next step and learn more about the proposed Settlements. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a notice plan with a high reach (above 70%) effective.

12. The proposed Settlement Notice Program includes the following components:

- a. Direct notice to all known Settlement Class Members;
- b. Supplemental media notice including print notice in two leading industry publications (*Ad Age* and *AdWeek*) and digital notice with the top professional social platform (LinkedIn), key industry websites (e.g., AdAge.com, AdWeek.com, MarketingWeek.com, MediaPost.com, TVNewsCheck.com), and the leading digital network (Google Display Network – “GDN”);
- c. A claims stimulation, that may include reminder email notices and/or a digital media campaign that would be implemented just prior to the claims deadline to remind Class Members of the impending deadline.

² Broadcaster Defendants include CBS, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., and Tribune Broadcasting Company, LLC, and Tribune Media Company.

d. The Settlement Website through which the Long Form Notice will be posted and the Claim Form may be submitted electronically or printed and mailed; and

e. The Settlement toll-free number, post office box, and email address through which Settlement Class Members may obtain more information about the Settlements and request that the Long Form Notice and/or Claim Form be sent to them.

13. The direct notice effort alone is expected to reach the vast majority of Settlement Class Members. Based on my experience in developing and implementing class notice programs, I believe the proposed Settlement Notice Program will provide the best notice practicable under the circumstances.

14. Each component of the proposed Settlement Notice Program is described in more detail in the sections below.

DIRECT NOTICE

15. An adequate notice plan needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacqueline*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) of the Federal Rules of Civil Procedure provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

16. JND will send an Email Notice, attached as Exhibit B, to all Settlement Class Members for whom an email address is available and a Postcard Notice, attached as Exhibit C, to all Settlement Class Members for whom an email address is not available or an email returns undeliverable, and a mailing address is available.

17. Upon receipt of Settlement Class Member data, JND will promptly load the information into a secure case-specific database for this matter. JND will review the data provided in order to identify any undeliverable addresses and duplicate records. A unique identification number will be assigned to each Settlement Class Member to identify them throughout the Settlement administration process. JND employs appropriate administrative, technical and physical controls designed to ensure the confidentiality and protection of Settlement Class Member data, as well as to reduce the risk of loss, misuse, or unauthorized access, disclosure or modification of Settlement Class Member data.

18. Prior to sending the Email Notice, JND will evaluate the email for potential spam language to improve deliverability. This process includes running the email through spam testing software, DKIM³ for sender identification and authorization, and hostname evaluation. Additionally, we will check the send domain against the 25 most common IPv4 blacklists.⁴

19. JND uses industry-leading email solutions to achieve the most efficient email notification campaigns. Our Data Team is staffed with email experts and software solution teams to conform each notice program to the particulars of the case. JND provides individualized support during the program and manages our sender reputation with the Internet Service Providers (“ISPs”). For each of our programs, we analyze the program’s data and monitor the ongoing effectiveness of the notification campaign, adjusting the campaign as needed. These actions ensure

³ DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders and recipients from spam, spoofing, and phishing.

⁴ IPv4 address blacklisting is a common practice. To ensure that the addresses being used are not blacklisted, a verification is performed against well-known IP blacklist databases. A blacklisted address affects the reputation of a company and could cause an acquired IP addresses to be blocked.

the highest possible deliverability of the email campaign so that more potential Settlement Class Members receive notice.

20. For each email campaign, including this one, JND will utilize a verification program to eliminate invalid email and spam traps that would otherwise negatively impact deliverability. We will then clean the list of email addresses for formatting and incomplete addresses to further identify all invalid email addresses.

21. To ensure readability of the email, our team will review and format the body content into a structure that is applicable to all email platforms, allowing the email to pass easily to the recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure the email opens as expected.

22. Additionally, JND will include an “unsubscribe” link at the bottom of the email to allow Settlement Class Members to opt out of any additional email notices from JND. This step is essential to maintain JND’s good reputation among the ISPs and reduce complaints relating to the email campaign.

23. Emails that are returned to JND are generally characterized as either “Soft Bounces” or “Hard Bounces.” Hard Bounces are when the ISP rejects the email due to a permanent reason such as the email account is no longer active. Soft Bounces are when the email is rejected for temporary reasons, such as the recipient’s email address inbox is full.

24. When an email is returned due to a Soft Bounce, JND attempts to re-email the email notice up to three additional times in an attempt to secure deliverability. The email is considered undeliverable if it is a Hard Bounce or a Soft Bounce that is returned after a third resend.

25. Prior to mailing notice, JND staff will perform advanced address research using skip trace databases and the United States Postal Service (“USPS”) National Change of Address

(“NCOA”) database⁵ to update addresses. JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address. In addition, JND will take reasonable efforts to research and determine if it is possible to reach a Settlement Class Member for whom a notice is returned without a forwarding address, either by mailing to a more recent mailing address or using available skip-tracing tools to identify a new mailing address.

26. It is our understanding that the direct notice effort will reach virtually all Settlement Class Members.

SUPPLEMENTAL MEDIA NOTICE

27. To supplement the direct notice effort, JND designed a 4-week industry targeted media campaign, including print and digital media, that will extend notice further.

28. The print effort consists of one notice placement, attached as Exhibit D, in two leading industry publications (*Ad Age* and *AdWeek*), for a combined circulation of 118,265. *Ad Age* is the leading source of news and information on advertising, marketing, and media. Its core audience includes top-level executives from Fortune 500 companies and their agency and media partners. *AdWeek* covers all aspects of the global media industry and modern communications business - from advertising, media buying and brand building to content, social networks and digital strategies.

29. The digital effort includes the top professional social platform (LinkedIn), key industry websites (e.g., AdAge.com, AdWeek.com, MarketingWeek.com, MediaPost.com, TVNewsCheck.com), the leading digital network (GDN), and a digital trade desk (OMtd).

⁵ The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

30. The LinkedIn effort will target individuals in media buying groups, interested in marketing and advertising, at companies in the advertising service or marketing service industries, OR at companies with less than 1,000 employees; AND individuals whose current or past job title included Marketing/Advertising Consultant, Marketing/Advertising Manager, Director of Marketing/Advertising, Marketing/Advertising Coordinator, Agency Owner, Agency Director, Agency Manager, Advertising Agency, Head of Marketing, Marketing Manager, Broadcast Buyer, Senior Media Buyer, Media Buyer, Assistant Media Buyer, Advertising Media Buyer, Marketing Strategist, Senior Strategist, Strategist, Marketing Director, Marketing Specialist, Marketing Executive, Vice President Marketing, Marketing Coordinator, Director, Junior Media Buyer, Media Supervisor, Media Planner, Account Director, Senior Account Director; OR who have media buying or media planning skills. The GDN effort will target individuals who browse industry websites such as MediaPost.com, AdAge.com, AdWeek.com, TVNewsCheck.com, MarketingWeek.com, and eMarketer.com. The trade desk activity will target a marketing and advertising custom audience.

31. The digital ads, attached as Exhibit E, will directly link Settlement Class Members to the Settlement Website where they can access more information, as well as file an online claim. A total of 24 million digital impressions and 4,000 LinkedIn in-mail sends will be delivered over four weeks.

CLAIMS STIMULATION EFFORT

32. Prior to the claim filing deadline, JND may initiate a notice effort to encourage Class Members to submit claims and to remind them of the impending deadline. The claims stimulation effort could include reminder email notices and/or a reminder digital campaign. Digital “reminder” ads may be served to Class Members who visited the Settlement website but did not complete a claim submission (retargeting). In addition, JND will monitor the Settlement website

traffic over the course of the campaign to determine which digital targeting techniques/platforms result in claims filed and then use that information to design the claims stimulation effort. The claims stimulation message will be a simple reminder of the approaching claims deadline.

SETTLEMENT WEBSITE

33. JND will establish and maintain an informational and interactive, case-specific Settlement Website, which will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. The website will include a page with answers to frequently asked questions, contact information for the Settlement Administrator, Settlement deadlines, and links to important case documents including the Long Form Notice, attached as Exhibit F, the Claim Form, attached as Exhibit G, and the Settlement Agreement. The website will also include information on how potential Settlement Class Members can opt-out of or object to the Settlements if they choose. The website address will be prominently displayed in all printed notice documents, and accessible through the digital notice.

34. The Settlement Website will feature an online Claim Form. JND will work with the parties to design the online claims submission process to be streamlined and efficient for Settlement Class Members. Additionally, a Claim Form will be posted on the Settlement Website for download for Settlement Class Members who prefer to submit a Claim Form by mail.

35. The Settlement Website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices and will also be designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms will be included in the site's metadata to maximize search engine rankings.

TOLL-FREE NUMBER, EMAIL ADDRESS, AND P.O. BOX

36. JND will establish and maintain a 24-hour, toll-free telephone line that Settlement Class Members can call to obtain information about the Settlements. During business hours, the

call center will be staffed with operators who are trained to answer questions about the Settlement using the approved answers to the FAQs referenced above.

37. JND will establish a dedicated email address to receive and respond to Settlement Class Member inquiries. JND will generate email responses from scripted answers to FAQs, which will be approved by the Parties, and will also be used by our call center personnel for efficiency and to maintain uniformity of messaging.

38. JND will also establish a post office box for this matter to receive Settlement Class Member correspondence, paper Claim Forms, and exclusion requests.

NOTICE DESIGN AND CONTENT

39. The proposed notice documents are designed to comply with Rule 23's guidelines for class action notices and the *FJC's Checklist*. The notices contain easy-to-read summaries of the Settlements and instructions on how to obtain more information. The notices direct potential Settlement Class Members to the Settlement Website, where the Long-Form Notice will be posted.

40. Courts routinely approve notices that have been written and designed in a similar manner.

REACH

41. Based on JND's experience, we expect the direct notice effort to reach virtually all Settlement Class Members. The supplemental media efforts will further enhance notice exposure.

42. The expected reach is on the high end of the 70–95% reach standard set forth by the FJC and will exceed that of other court approved programs.⁶

⁶ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: "...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%."

CONCLUSION

43. In my opinion, the proposed Settlement Notice Program provides the best notice practicable under the circumstances; is consistent with the requirements of Rule 23; and is consistent with other similar court-approved best notice practicable notice programs. The Settlement Notice Program is designed to reach as many Settlement Class Members as possible and inform them about the Settlements and their rights and options.

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

Executed in Philadelphia, Pennsylvania, this 9th day of June 2023.



GINA M. INTREPIDO-BOWDEN

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 25 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND's extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

2. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

3. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice

plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

4. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in... paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

5. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

6. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

7. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

8. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).

9. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)
No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

10. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022))
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

11. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and

Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

12. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

13. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

14. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

15. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

16. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice

to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

17. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

18. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)
No. 18-cv-08791 (S.D.N.Y.):

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

19. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

20. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

21. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)
No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

22. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)
No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

23. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

24. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)
Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

25. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

26. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

27. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

28. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)
No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

29. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

30. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)
No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

31. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

32. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

33. Judge Kathleen M. Daily

Podawiltz v. Swisher Int’l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

34. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

35. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

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

36. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

37. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

38. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

39. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

40. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

41. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

42. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form,

method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

43. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, “the Notice”) directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in Better Homes and Gardens, National Geographic, and People magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

44. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties’ provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned

declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

45. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)
No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

46. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)
No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

47. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)
No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

48. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

49. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

50. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.

51. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

52. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)
No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

53. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

54. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)

No. 13-cv-08376 (N.D. Ill.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

55. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R.

Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

56. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 318 (1950).

57. Honorable Lynn Adelman

***Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Tong Yang & Gordon Settlements)***, (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

58. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

59. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

60. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,

(Indirect Purchaser-Gordon Settlement), (August 4, 2015)

No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

61. Honorable Sara I. Ellis

Thomas v. Lennox Indus. Inc., (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the "Notices") attached as

Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

62. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.
(Indirect Purchaser-Tong Yang Settlement), (May 29, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

63. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)
No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

64. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

65. Honorable José L. Linares

Demmick v. Celco P’ship, (May 1, 2015)
No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

66. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)
No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action,

the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

67. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

68. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

69. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the “best practicable” notice was given to the Class and that the Notice was “reasonably calculated” to (a) describe the Action and the Plaintiff’s and Class Members’ rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See Id. The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

70. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

71. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

72. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

73. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

74. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

75. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

76. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

77. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...

78. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)
No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

79. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)
No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

80. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

81. Judge Ann D. Montgomery

In re Uponsor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class... The Notice Plan’s multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes ‘the best notice that is practicable under the circumstances’ consistent with Rule 23(c)(2)(B)... Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member’s right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23’s notice requirements also complies with Due Process requirements. ‘The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.’ Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

82. Judge Jeffrey Goering

Molina v. Intrust Bank, N.A., (January 17, 2012)

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

83. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (October 31, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

84. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

85. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action (“Long Form Notice”), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

86. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

87. Judge James Robertson

In re Dep’t of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

88. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

89. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

90. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

91. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

- EXHIBIT B -

From: info@xxxx.com
To: [Class Member email address]
Subject: Local Television Settlements Totaling \$48M

Purchasers of broadcast television spot advertising who paid the TV Broadcaster(s) *directly* between January 1, 2014 and December 31, 2018 may qualify for a payment in multiple class action settlements totaling \$48 million

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

You are receiving this notice because records indicate you may qualify.

YOUR UNIQUE ID:	<<Unique_ID>>
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	

Four proposed settlements have been reached in a class action lawsuit called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785 (N.D. Ill.) (the “Settlements”). The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, “Plaintiffs”) and each of the following parties, respectively, Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “the Cox Entities”); Fox Corporation (“FOX”); CBS Corporation k/n/a Paramount Global (“CBS”); and ShareBuilders, Inc. (“ShareBuilders”) (collectively, “Settling Defendants”). The proposed Settlements are with these four Settling Defendants only and do not dismiss the claims against other defendants. Several other defendants remain in the case, and Plaintiffs’ lawsuit will continue against them.

WHO IS AFFECTED?

You are a Settlement Class Member if you purchased Broadcast Television Spot Advertising *directly* from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and you paid one or more Defendants *directly* for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Class Period”). Broadcast Television Spot Advertising is defined at www.xxx.com or by calling 1-xxx-xxx-xxxx. A list of the DMAs is available at www.xxx.com or by calling 1-xxx-xxx-xxxx. The Broadcaster Defendants are CBS, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., and Tribune Broadcasting Company, LLC, and Tribune Media Company. Purchases made through Cox Reps (including Telerep and HRP) or Katz (including Continental, Millennium, and Eagle) from any of the Broadcaster Defendants also qualify for inclusion in the Settlement Classes. Records indicate you may be a Class Member.

WHAT'S THIS LAWSUIT ABOUT?

Plaintiffs claim that that they were injured as a result of defendants' alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising and their illegal sharing of information. Settling Defendants deny these allegations and all alleged wrongdoing. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the settling parties have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation. For more information, visit xxxxxxx.com.

WHAT CAN YOU GET FROM THE SETTLEMENTS?

If the Settlements are approved by the Court, The Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000). In addition, the Settling Defendants will provide the Plaintiffs with cooperation, which will be used to continue to prosecute this case against the remaining defendants. Settlement Class Members who timely submit a valid approved Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. If the total final claim payment is equal to or less than \$5.00, no distribution will be made to that claimant, and the claimant will be notified that there will be no distribution given the de minimis value of the claim. Go to www.xxxxxx.com to learn more.

HOW DO YOU GET A PAYMENT?

Go to www.xxxxx.com or click the link below to file or download a Claim Form. All Claim Forms must be either submitted online or postmarked by **Month x, 2023**.

FILE A CLAIM

WHAT ARE YOUR OPTIONS?

If you are a Settlement Class Member and you do nothing or file a Claim Form, you will be bound by the Court's judgments. If you want to exclude yourself ("Opt Out") from one or more of these Settlements, you must submit an Exclusion Request for that Settlement postmarked by **Month x, 2023**. If you Opt Out of a Settlement, you will not receive any of its benefits, but you will keep your right to sue that Settling Defendant for the claims in this case. Any Settlement Class Member who does not Opt Out of a Settlement may object to that Settlement by filing a written objection by **Month x, 2023**. For details on how to Opt Out or object, go to www.xxxxx.com.

The Court will hold a hearing on **Month x, 202x at x:xx x.m.** to consider whether to approve the Settlements and grant Settlement Class Counsel's request for attorneys' fees and reimburse certain costs and expenses. The Court appointed Hausfeld LLP to represent Settlement Class Members as Settlement Class Counsel. You or your attorney may ask to appear and speak at the hearing at your own expense, but you do not have to.

HOW DO I GET MORE INFORMATION?

Visit www.xxxxx.com; call toll-free 1-xxx-xxx-xxxx; email Info@xxxx.com, or write: x Settlement, c/o JND Legal Administration, P.O. Box xxxxx Seattle, WA 98111.

Questions? Visit www.xxxxxxx.com or Call 1-xxx-xxx-xxxx

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

- EXHIBIT C -

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

Purchasers of broadcast television spot advertising who paid the TV Broadcaster(s) directly between January 1, 2014 and December 31, 2018 may qualify for a payment in multiple class action settlements totaling \$48 million

You are receiving this notice because records indicate you may qualify.

Questions?
Visit www.xxx.com or
Call xxx-xxx-xxxx

x Settlement
c/o JND Legal Administration
P.O. Box x
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full_Name»
«CF_CARE_OF_NAME»
«CF_ADDRESS_1»
«CF_ADDRESS_2»
«CF_CITY», «CF_STATE» «CF_ZIP»
«CF_COUNTRY»

Four proposed settlements have been reached in a class action lawsuit called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785 (N.D. Ill.) (the "Settlements"). The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, "Plaintiffs") and each of the following parties, respectively, Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, "The Cox Entities"); Fox Corporation ("FOX"); CBS Corporation k/n/a Paramount Global ("CBS"); and ShareBuilders, Inc. ("ShareBuilders") (collectively, "Settling Defendants"). The proposed Settlements are with these four Settling Defendants only and do not dismiss the claims against other defendants. Several other defendants remain in the case, and Plaintiffs' lawsuit will continue against them. For a complete list of Broadcaster Defendants, visit xxx.com.

Who is affected? You are a Settlement Class Member if you purchased Broadcast Television Spot Advertising *directly* from one or more Broadcaster Defendants in a designated market area ("DMA") within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and you paid one or more Defendants *directly* for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the "Class Period"). Broadcast Television Spot Advertising is defined at www.xxx.com or by calling 1-xxx-xxx-xxxx. A list of the DMAs is available at www.xxx.com or by calling 1-xxx-xxx-xxxx. Records indicate you may be a Class Member.

What is this lawsuit about? Plaintiffs claim that they were injured as a result of defendants' alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising and their illegal sharing of information. Settling Defendants deny these allegations and all alleged wrongdoing. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the settling parties have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation. For more information, visit xxxxxxxx.com.

What can you get from the Settlements? If the Settlements are approved by the Court, The Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000).

In addition, the Settling Defendants will provide the Plaintiffs with cooperation, which will be used to continue to prosecute this case against the remaining defendants. Settlement Class Members who timely submit a valid approved Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. Go to www.xxxxxxx.com to learn more.

How do I get a payment? Go to www.xxxxx.com and file or download a Claim Form. All Claim Forms must be either submitted online or postmarked by **Month x, 2023**.

What are your options? If you are a Settlement Class Member and you do nothing or file a Claim Form, you will be bound by the Court's judgments. If you want to exclude yourself ("Opt Out") from one or more of these Settlements, you must submit an Exclusion Request for that Settlement postmarked by **Month x, 2023**. If you Opt Out of a Settlement, you will not receive any of its benefits, but you will keep your right to sue that Settling Defendant for the claims in this case. Any Settlement Class Member who does not Opt Out of a Settlement may object to that Settlement by filing a written objection by **Month x, 2023**. For details on how to Opt Out or object, go to www.xxxxx.com.

The Court will hold a hearing on **Month x, 202x at x:xx x.m.** to consider whether to approve the Settlements and grant Settlement Class Counsel's request for attorneys' fees and expenses. The Court appointed Hausfeld LLP to represent Settlement Class Members as Settlement Class Counsel. You or your attorney may ask to appear and speak at the hearing at your own expense, but you do not have to.

Questions? Visit www.xxxxxxxxx.com; call toll-free 1-xxx-xxx-xxxx; email Info@xxxxxxxx.com, or write: x Settlement, c/o JND Legal Administration, P.O. Box xxxxxxx Seattle, WA 98111.

YOUR UNIQUE ID:	<<Unique_ID>>
PLEASE SAVE THIS NUMBER TO FILE A CLAIM	



Carefully separate this Address Change Form at the perforation

Name: _____

Current Address: _____

Address Change Form

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.



x Settlement
 c/o JND Legal Administration
 P.O. Box x
 Seattle, WA 98111

- EXHIBIT D -

LEGAL NOTICE

**If you paid a
TV broadcaster
directly, you
may qualify for a
payment in
TV Spot Advertising
Settlements totaling
\$48 million**

YOUR RIGHTS AND OPTIONS

- ▶ File a Claim by Month x, 2023
- ▶ Exclude yourself ("Opt Out") from one or more of the Settlements by Month x, 2023
- ▶ Object to any Settlement that you don't Opt Out of by Month x, 2023
- ▶ Attend the Hearing on Month x, 2023

LEARN MORE

www.xxxx.com

xxx-xxx-xxxx



- EXHIBIT E -

Banner Ads

1

728 x 90



LEGAL NOTICE

TV Spot Advertising Settlements Totaling \$48 Million

If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment

FILE A CLAIM

JND

160 x 600



LEGAL NOTICE

TV Spot Advertising Settlements Totaling \$48 Million

If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment

FILE A CLAIM

JND

300 x 250



LEGAL NOTICE

TV Spot Advertising Settlements Totaling \$48 Million

If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment

FILE A CLAIM

JND

320 x 50



LEGAL NOTICE

If you paid a TV broadcaster *directly* for television spot advertising, you may qualify for a payment

FILE A CLAIM

JND

LinkedIn Ads

2

LinkedIn Text Ad

Promoted ⋮

 Local TV Ad Settlements
Affects those who paid a TV broadcaster directly for TV spot advertising >

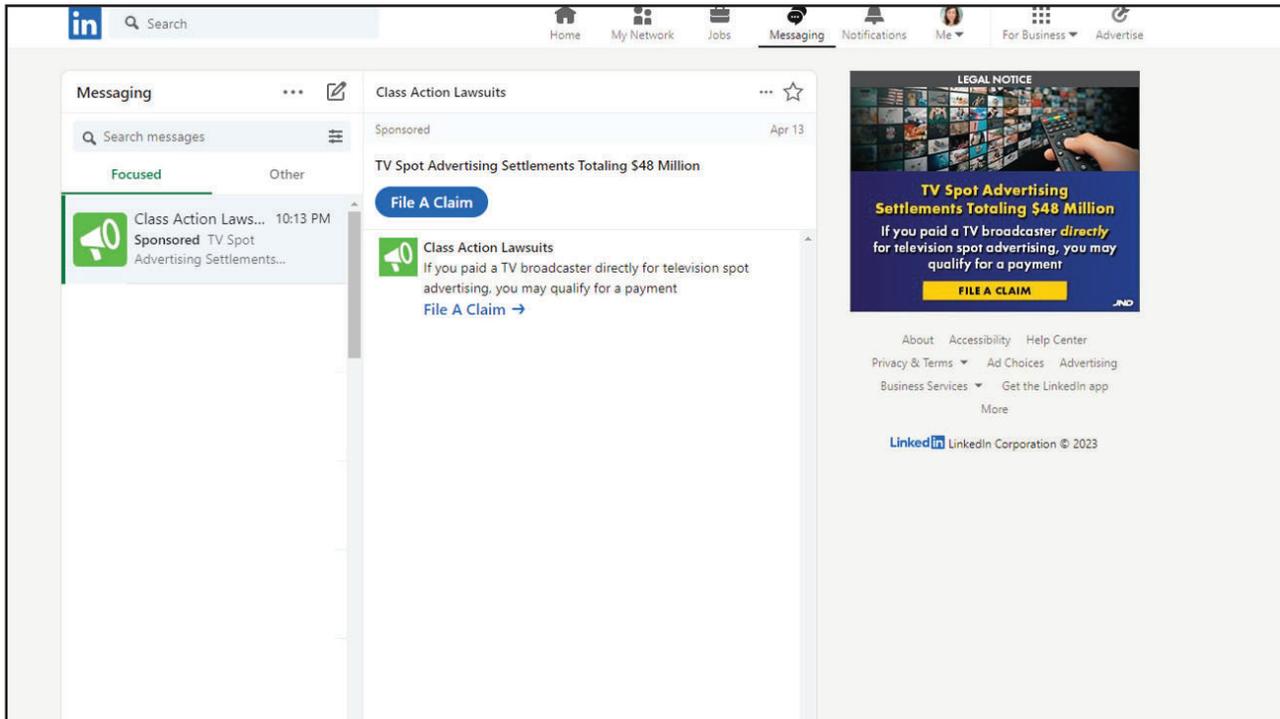
 Invitation from LinkedIn
Place ads on LinkedIn. Acquire new customers for your business. Try it now.

 Invitation from LinkedIn
Place ads on LinkedIn. Acquire new customers for your business. Try it now.

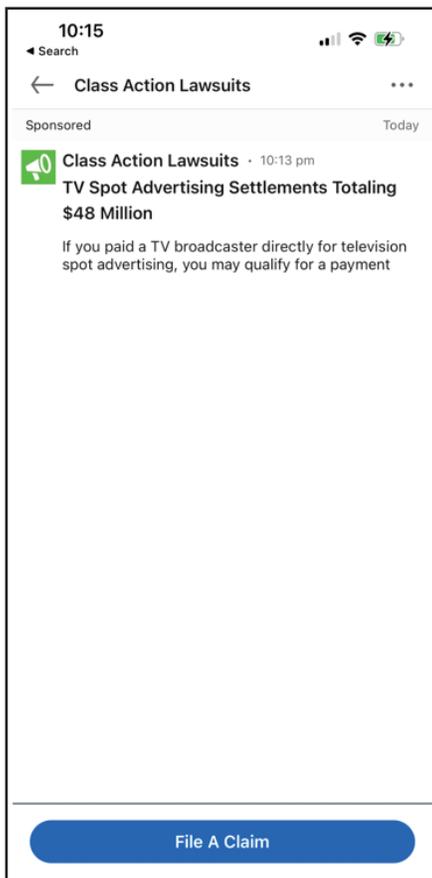
LinkedIn Ads

3

LinkedIn Sponsored Ads – Desktop



LinkedIn Sponsored Ads – Mobile



- EXHIBIT F -

Purchasers of broadcast television spot advertising who paid the TV broadcaster(s) *directly* between January 1, 2014 and December 31, 2018 may qualify for a payment in multiple class action settlements totaling \$48 million

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

- Four proposed settlements have been reached in a class action lawsuit called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785 (N.D. Ill.) (the “Settlements”). The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, “Plaintiffs”) and each of the following parties, respectively, Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “the Cox Entities”); Fox Corporation (“FOX”); CBS Corporation n/k/a Paramount Global (“CBS”); and ShareBuilders, Inc. (“ShareBuilders”) (collectively, “Settling Defendants”).
- These proposed Settlements are with these four Settling Defendants only and do not dismiss the claims against other defendants. Several other defendants remain in the case, and Plaintiffs’ lawsuit will continue against them.
- Plaintiffs claim that they were injured as a result of defendants’ alleged participation in an unlawful conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising and their illegal sharing of information. Settling Defendants deny these allegations and all alleged wrongdoing associated with Plaintiffs’ claims. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the settling parties have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation.
- If the Settlements are approved by the Court, the Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Class Members who timely submit a valid claim, after deducting costs associated with Settlement administration and notice, taxes, class representative incentive awards, attorneys’ fees, and reimbursement for certain costs and expenses. In addition, the Settling Defendants will provide the Plaintiffs with valuable cooperation, which will be used to continue to prosecute this case against the remaining defendants.
- You are a Settlement Class Member if you purchased broadcast television spot advertising *directly* from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations and you paid one or more Defendants *directly* for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Class Period”) (See Question 5).
- If you are a Settlement Class Member, your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a Claim Form for payment online or by mail • Be bound by the any or all Settlements as a member of the Settlement Classes • Give up your individual right to sue or continue to sue the Settling Defendant(s) for the claims in this case 	Submit online or postmarked by Month x, 2023
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from any or all Settlement Classes and receive no payment from the respective Settlement(s) • Keep your individual right to sue or continue to sue the Settling Defendant(s) for the claims in this case 	Postmarked by Month x, 2023
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about any or all of the Settlements — You will still be bound by the Settlements, and you may still file a claim 	Postmarked by Month x, 2023
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlements — If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by Month x, 2023 	Month x, 2023
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Give up your right to sue or continue to sue Settling Defendants for the claims in this case 	

- These rights and options—and the deadlines to exercise them—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.xxxx.com, regularly for updates and further details.
- You may Opt Out of one or more Settlements if you so choose.
- You may object to one or more Settlements if you so choose.
- The Court in charge of this case still has to decide whether to approve the Settlements. **Payments will be made after the Court approves the Settlements.** Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

Defendants, including the Settling Defendants The Cox Entities, CBS and FOX, sold broadcast television spot advertising in the United States. You may be affected if you purchased such advertising spots *directly* from one or more of the Broadcaster Defendants in the United States between January 1, 2014 and December 31, 2018 (the “Class Period”). You have a right to know about the proposed Settlements reached with Settling Defendants in this class action lawsuit, and about your rights and options, before the Court decides whether to approve the Settlements.

The Court in charge of this case is the United States District Court for the Northern District of Illinois, and the case is called *In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785. The Settlements are between One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture, on behalf of the proposed Settlement Classes (together, “Plaintiffs”) and Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation (f/k/a Terrier Media Buyer, Inc. and d/b/a Cox Media Group), and Cox Reps, Inc. (collectively, “The Cox Entities”), Fox Corporation (“FOX”), CBS Corporation k/n/a Paramount Global (“CBS”), and ShareBuilders, Inc. (“ShareBuilders”) (collectively, “Settling Defendants”).

The “Broadcaster Defendants” are CBS, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., Tribune Broadcasting Company, LLC, and Tribune Media Company. ShareBuilders is not a Broadcaster Defendant, but rather Plaintiffs allege it aided the Broadcaster Defendants in effectuating their conspiracy.

2. What is this lawsuit about?

Plaintiffs claim that the Broadcaster Defendants engaged in a conspiracy to fix, raise, maintain, or stabilize the price levels of broadcast television spot advertising. Plaintiffs further claim that Cox Reps, Inc. and Katz Media Group, Inc.,¹ operating as “Sales Rep Firms,” as well as ShareBuilders, facilitated the exchange of communication between the Broadcaster Defendants. Plaintiffs further claim that that they were injured as a result of an alleged conspiracy between the Sales Rep Firms, Broadcaster Defendants and ShareBuilders’ (collectively, “Defendants”) through the payment of artificially inflated prices.

Settling Defendants deny these allegations and all alleged wrongdoing associated with Plaintiffs’ claims. The Court previously dismissed ShareBuilders from the lawsuit, but has not otherwise decided who is right or wrong. Instead, the settling parties have agreed to these Settlements to avoid the risk, cost, and inconvenience of further litigation.

¹ Katz Media Group, Inc. petitioned for bankruptcy protection in March 2018, and a bankruptcy plan discharged any of Plaintiffs’ claims against it in May 2019.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiffs One Source Heating, Cooling, Inc., Thoughtworx, Inc., Hunt Adkins, Inc., and Fish Furniture) sue on behalf of people and/or companies who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows resolution of many similar claims for persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why are there Settlements?

Settling Defendants deny that they did anything wrong. Plaintiffs and Settling Defendants have agreed to the Settlements to avoid the risk, cost, and inconvenience of further litigation. The Court has not decided in favor of Plaintiffs or Settling Defendants. Plaintiffs and their attorneys think the Settlements are in the best interests of the Settlement Classes and are fair, reasonable, and adequate. Settling Defendants have denied, and continue to deny, all allegations made by Plaintiffs.

WHO IS IN THE SETTLEMENT CLASSES?

5. Am I part of the Settlement Classes?

Each of the four Settlement Classes consist of the same members (“Settlement Class Members”): all persons and entities in the United States who purchased Broadcast Television Spot Advertising *directly* from one or more Broadcaster Defendants in a designated market area (“DMA”) within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations, including anyone who *directly* paid one or more Defendants for all or a portion of the cost of such broadcast television spot advertisements from January 1, 2014 to and including December 31, 2018 (the “Class Period”).

Broadcast Television Spot Advertising means advertising spots that run on a broadcast television channel or channels that use public airwaves to transmit programs available to any television set within range of a broadcast transmitter, or that are retransmitted via multichannel video programming distributors (“MVPDs”) such as cable, fiber optic networks (e.g., Verizon FiOS), satellite (e.g., DirecTV), and virtual MVPDs (e.g., Hulu + Live TV, fuboTV, YouTube TV). For the sake of clarity, Broadcast Television Spot Advertising includes advertising spots sold by and run on local broadcast stations that are usually affiliated with broadcast TV networks such as ABC, NBC, CBS, Fox, The CW, and MyTVNetwork. It does not include advertising spots that run on channels solely available through MVPDs or virtual MVPDs, such as ESPN, CNN, HGTV, Bravo, MSNBC, TBS, FX, or Fox News Channel.

The Broadcaster Defendants are CBS Corporation, Cox Media Group LLC, Dreamcatcher Broadcasting, LLC, FOX, Griffin Communications, LLC, Meredith Corporation, Nexstar Media Group, Inc., Raycom Media, Inc, The E.W. Scripps Company, Sinclair Broadcast Group, Inc., TEGNA, Inc., and Tribune Broadcasting Company, LLC, and Tribune Media Company. Purchases made through Cox Reps (including Telerep and HRP) or Katz (including Continental, Millennium, and Eagle) from any of the Broadcaster Defendants also qualify for inclusion in the Settlement Classes.

The DMAs within which two or more of the Broadcaster Defendants sold broadcast television spot advertisements on broadcast television stations are available at www.xxxx.com or you may call 1-xxx-xxx-xxxx to request a list.

Excluded from the Settlement Classes are Defendants, their parent companies, subsidiaries, affiliates, officers, directors, employees, assigns, successors, agents, or alleged co-conspirators; the court, court staff, defense counsel, all respective immediate family members of these excluded entities, federal governmental entities and instrumentalities of the federal government, and states and their subdivisions, agencies and instrumentalities.

6. What if I am still not sure if I am included in the Settlement Classes?

If you are not sure whether you are a Settlement Class Member, or have any other questions about the Settlements, visit www.xxxx.com, or call toll-free at 1-xxx-xxx-xxxx.

SETTLEMENT BENEFITS – WHAT SETTLEMENT CLASS MEMBERS GET

7. What do the Settlements provide?

If the Settlements are approved by the Court, the Cox Entities will pay \$37,000,000, FOX will pay \$6,000,000, and CBS will pay \$5,000,000 (collectively \$48,000,000) for payments to Settlement Classes, along with cooperation to prosecute this case against the remaining defendants. In addition, ShareBuilders will provide the Plaintiffs with valuable cooperation. Settlement Class Members who timely submit a valid claim will receive payments, after deducting costs associated with Settlement administration and notice, taxes, class representative incentive awards, attorneys' fees (not to exceed 33.33% of the Settlements), and reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000).

8. What can I get from the Settlements?

Settlement Class Members who file a valid and timely Claim Form will receive compensation on a *pro rata* basis, to the extent economically feasible. If the total final claim payment is equal to or less than \$5.00, no distribution will be made to that claimant, and the claimant will be notified that there will be no distribution given the de minimis value of the claim. If additional settlements are reached with non-settling Defendants, more money may become available.

HOW TO GET A PAYMENT

9. How can I get a payment?

To be eligible to receive a payment from the Settlements, you must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.xxx.com or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or postmarked by **Month x, 2023**.

x
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111
Info@xxx.com
www.xxx.com

QUESTIONS? Visit www.xxxx.com or call toll-free at 1-xxx-xxx-xxxx

If you do not submit a valid Claim Form by **Month x, 2023**, you will not receive a payment, but you will be bound by the Court's judgment.

10. When will I get my payment?

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants "final approval" to the Settlements. If the Court approves the Settlements, there may be appeals. It's always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

11. What am I giving up to receive a payment or stay in the Settlements?

If you are a Settlement Class Member, unless you exclude yourself from the Settlements, you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants about the claims released in the Settlements. It also means that all the decisions by the Court will bind you. The Released Claims and Releasees are defined in the Settlement Agreements and describe the legal claims that you give up if you stay in the Settlements. The Settlement Agreements are available at www.xxxx.com.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from the Settlements or you want to keep the right to sue or continue to sue Settling Defendants on your own about the claims released in these Settlements, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlements.

12. How do I get out of the Settlements?

To exclude yourself (or "Opt Out") from any or all of the Settlements, you must submit an Exclusion Request. Your Exclusion Request must include the following:

- Your and the company's full name, current street address, telephone number; and email address;
- A statement saying that you want to be excluded from one or more of the Settlements and specifying which Settlement(s) you want to be excluded from (i.e., The Cox Entities, FOX, CBS, and/or ShareBuilders Settlement);
- The case name and number (*In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785); and
- Your signature.

Your exclusion request must be postmarked by **Month x, 2023** to:

X – Exclusions
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111

If you ask to be excluded from a Settlement, you will not get any payment from that Settlement, and you cannot object to that Settlement. You will not be legally bound by anything that happens in this lawsuit as related to any Settlement for which you opt out, and you may be able

to sue (or continue to sue) individually the related Settling Defendant(s) about the claims in this lawsuit.

If you do not include the required information or timely submit your request for exclusion, you will remain a Settlement Class Member and will not be able to sue Settling Defendants about the claims in this lawsuit.

13. If I do not exclude myself, can I sue Settling Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Settling Defendants for the claims that these Settlements resolve. If you have a pending lawsuit against any of the Settling Defendants, speak to your lawyer in that lawsuit immediately. You must exclude yourself from the Settlements to continue your own lawsuit. If you properly exclude yourself from the Settlements, you will not be bound by any orders or judgments related to the Settlements.

14. If I exclude myself, can I still get a Settlement payment as part of this class action?

No. You will not get money from any Settlement for which you exclude yourself. If you exclude yourself from any Settlements, do not send in a Claim Form asking for benefits from that Settlement.

THE LAWYERS REPRESENTING YOU

15. Do I need to hire my own lawyer?

No. The Court has appointed Hausfeld LLP as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Settlement Class Counsel will file a motion seeking a fee award (not to exceed 33.33% of the Settlements), reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000), as well as reimbursement for expenses incurred for Settlement administration, including notice and taxes. Any attorney fee award is ultimately determined by the Court.

When Settlement Class Counsel's motion for fees, costs and expenses, and class representative incentive awards is filed, it will be available at www.xxxx.com. The motion will be posted on the website at least **30** days before the deadline to opt out or object to the Settlements, and you will have an opportunity to comment on the motion.

OBJECTING TO THE SETTLEMENTS

17. How do I tell the Court if I do not like the Settlements?

Any Settlement Class Member who does not timely and properly Opt Out of a Settlement may object to the fairness, reasonableness, or adequacy of a proposed Settlement under Federal Rule of Civil Procedure 23. Objections can be submitted by U.S. mail, express mail, electronic transmission, or personal delivery, but to be timely, it must be postmarked to the Clerk of the Court, Settlement Class Counsel, and Counsel for Settling Defendants **by Month x, 2023**.

The written objection must include:

- The case name and number (*In re: Local TV Advertising Antitrust Litigation*, MDL No. 2867, Case No. 18-C-06785);
- Your (or the company’s) name, address, and telephone number;
- Documents or testimony sufficient to establish your membership in the Settlement Class;
- A detailed statement of any objection asserted, including specifically which Settlement(s) you are objecting to (i.e., The Cox Entities, FOX, CBS, and/or ShareBuilders Settlement);
- Whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing and, if applicable, a list of all persons who will be called to testify in support of the objection;
- Copies of any papers, briefs, or other documents upon which your objection is based; and
- Your signature, in addition to the signature of your attorney (if any).

Your objection, along with any supporting material you wish to submit, must be delivered by **Month x, 2023** to the Clerk of the Court, Settlement Class Counsel, and Counsel for Settling Defendants at the addresses listed below:

Clerk of the Court	Counsel for Cox
Office of the Clerk United States District Court for the Northern District of Illinois 327 S Church Street Rockford, IL 61101	x
Settlement Class Counsel	Counsel for FOX
Hausfeld LLP ATTN: In re Local TV Ads Litigation Settlement 888 16th Street NW, Suite 300 Washington, D.C. 20006	x
Counsel for CBS	
	x

18. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlements. You can object to the Settlements only if you do not exclude yourself from the Settlements. Excluding yourself from the Settlements is telling the Court that you don't want to be part of the Settlements. If you exclude yourself from the Settlements, you have no basis to object to the Settlements because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlements?

The Court will hold a Final Approval Hearing on **Month x, 2023** at **x**.

At the hearing, the Court will consider whether to give final approval to the Settlements and grant Settlement Class Counsel's request for attorneys' fees (not to exceed 33.33% of the Settlement), reimbursement for certain litigation costs and expenses (not to exceed \$6,000,000), as well as reimbursement for expenses incurred for Settlement administration, including notice and taxes. We do not know how long these decisions will take.

20. Do I have to come to the hearing?

No. Settlement Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name (or the company's name), address, telephone number, and email, as well as the name, address, and telephone number of the person that will appear on your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Settlement Class Counsel and Counsel for Settling Defendants at the addresses listed in Question **17** on or before **Month x, 2023**.

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you may not be allowed to speak or otherwise present any views at the Final Approval Hearing.

IF YOU DO NOTHING

22. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Settling Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

23. How do I get more information?

This notice summarizes the proposed Settlements. You can visit www.xxx.com to review the complete settlement documents, papers, and pleadings filed in this litigation, or contact the Settlement Administrator for more information:

x
c/o JND Legal Administration
P.O. Box xxxxx
Seattle, WA 98111

Info@xxxx.com
[1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx)

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE

QUESTIONS? Visit www.xxx.com or call toll-free at 1-[xxx-xxx-xxxx](tel:xxx-xxx-xxxx)

- EXHIBIT G -

Local TV Advertising Antitrust Claim Form

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [DATE]. THE CLAIM FORM MUST BE SIGNED AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Payments will be made to Settlement Class Members who submit a valid and timely Claim Form after the Court grants “final approval” to the Settlements. If the Court approves the Settlements, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient. We recommend saving purchase records between 1/1/2014 and 12/31/2018 in case the Settlement Administrator has questions regarding your claim. If you have any questions, please visit: [website URL].

Instructions: Fill out each section of this form and sign where indicated. Mail your completed Claim Form to the Settlement Administrator at: [ADDRESS].

Business Name		Authorized Business Representative Name			
Mailing Address					
City		State	ZIP Code		
Email Address			Phone Number		
<p>The business identified above purchased Television Spot Advertisements from one or more Broadcaster Defendant in a DMA set forth in Appendix A of the Complaint between January 1, 2014 and December 31, 2018 (check all that apply; purchases made through Cox Reps (including Telerep and HRP) or Katz (including Continental, Millennium, and Eagle) from any of the entities below may be included):</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> CBS Corporation n/k/a Paramount Global <input type="checkbox"/> Cox Media Group LLC <input type="checkbox"/> Dreamcatcher Broadcasting, LLC <input type="checkbox"/> Fox Corporation <input type="checkbox"/> Griffin Communications, LLC <input type="checkbox"/> Meredith Corporation <input type="checkbox"/> Nexstar Media Group, Inc. </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Raycom Media, Inc <input type="checkbox"/> The E.W. Scripps Company <input type="checkbox"/> Sinclair Broadcast Group, Inc. <input type="checkbox"/> TEGNA, Inc. <input type="checkbox"/> Tribune Broadcasting Company, LLC <input type="checkbox"/> Tribune Media Company </td> </tr> </table>				<input type="checkbox"/> CBS Corporation n/k/a Paramount Global <input type="checkbox"/> Cox Media Group LLC <input type="checkbox"/> Dreamcatcher Broadcasting, LLC <input type="checkbox"/> Fox Corporation <input type="checkbox"/> Griffin Communications, LLC <input type="checkbox"/> Meredith Corporation <input type="checkbox"/> Nexstar Media Group, Inc.	<input type="checkbox"/> Raycom Media, Inc <input type="checkbox"/> The E.W. Scripps Company <input type="checkbox"/> Sinclair Broadcast Group, Inc. <input type="checkbox"/> TEGNA, Inc. <input type="checkbox"/> Tribune Broadcasting Company, LLC <input type="checkbox"/> Tribune Media Company
<input type="checkbox"/> CBS Corporation n/k/a Paramount Global <input type="checkbox"/> Cox Media Group LLC <input type="checkbox"/> Dreamcatcher Broadcasting, LLC <input type="checkbox"/> Fox Corporation <input type="checkbox"/> Griffin Communications, LLC <input type="checkbox"/> Meredith Corporation <input type="checkbox"/> Nexstar Media Group, Inc.	<input type="checkbox"/> Raycom Media, Inc <input type="checkbox"/> The E.W. Scripps Company <input type="checkbox"/> Sinclair Broadcast Group, Inc. <input type="checkbox"/> TEGNA, Inc. <input type="checkbox"/> Tribune Broadcasting Company, LLC <input type="checkbox"/> Tribune Media Company				

Settlement Class Member Affirmation: I affirm under the laws of the United States and the laws of my state of residence that the information supplied in this Claim Form by the undersigned is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

Signature of Authorized Business Representative

Date

Printed Name

Title

Questions? Visit [www.\[WEBSITE\].com](http://www.[WEBSITE].com).

To view JND’s privacy policy, please visit <https://www.jndla.com/privacy-policy>