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

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| **IN RE FAIRLIFE MILK PRODUCTS MARKETING AND SALES PRACTICES LITIGATION** | MDL No. 2909 |
| | Master Case No. 19-cv-3924 |
| This Document Relates to: | Judge Robert M. Dow, Jr. |
| ALL CASES | |

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION, AND APPROVAL OF NOTICE PLAN PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 23(e)(1)**

Pursuant to Federal Rule of Civil Procedure 23(e)(1), Plaintiffs respectfully seek Court approval of a $21-million non-reversionary class action Settlement to resolve the above-captioned multidistrict litigation. Under the Settlement, Claimants will be eligible to receive up to $20 for claims without Valid Proof of Purchase, and up to $80 for claims with Valid Proof of Purchase, for a total of $100 in possible relief, subject to *pro rata* increases or decreases depending on the number of claims filed. The Settlement also includes meaningful injunctive relief. All of these terms were subject to hard-fought negotiations led by the Hon. Wayne R. Andersen (Ret.) acting as mediator. None of the $21 million Settlement Fund will be used to fund the injunctive relief.

Plaintiffs believe that the Settlement is an excellent result for the Class, and that it provides fair, adequate, and reasonable relief to resolve this Litigation. They respectfully request that the Court preliminarily approve the Settlement, preliminarily certify the Settlement Class, approve the Class Notice Program and appoint the parties' jointly-selected Claims Administrator, direct notice to the Settlement Class Members, and enter the Parties' Proposed Order Granting Preliminary Approval, which sets a timeline for the Court's Fairness Hearing.

Dated: April 14, 2022

Respectfully submitted,

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**SIGNATURE ATTESTATION**

Pursuant to the United States District Court for the Northern District of Illinois' General Order on Electronic Case Filing, General Order 16-0020(IX)(C)(2), I hereby certify that authorization for the filing of this document has been obtained from the signatories shown above and that each signatory concurs in the filing's content.

*/s/ Amy E. Keller*
Amy E. Keller

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was filed using this Court's CM/ECF service, which will send notification of such filing to all counsel of record this 14th day of April 2022.

*/s/ Amy E. Keller*
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# PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION, AND APPROVAL OF NOTICE PLAN PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 23(e)(1)

# TABLE OF CONTENTS

**MEMORANDUM OF LAW**


I. INTRODUCTION ..... 1

II. FACTUAL AND PROCEDURAL BACKGROUND ..... 2

A. Litigation and Procedural History ..... 2

B. Settlement Discussions ..... 4

C. The Settlement Agreement ..... 5

1. Proposed Class Definition ..... 5

2. Monetary Relief ..... 5

3. Injunctive Relief ..... 6

4. Notice and Settlement Administration Costs ..... 6

5. Attorneys' Fees and Costs for Class Counsel and Service Awards for Class Representatives ..... 7

III. THE COURT SHOULD PRELIMINARILY APPROVE THE CLASS ACTION SETTLEMENT AND DIRECT NOTICE TO THE CLASS ..... 8

A. Class Certification Is Appropriate. ..... 9

1. The requirements of Rule 23(a) are satisfied. ..... 10

i. Numerosity: the Class is sufficiently numerous. ..... 10

ii. Commonality: there is more than one common question likely to drive the resolution of this litigation. ..... 11

iii. Typicality: the proposed Class representatives' claims are typical. ..... 11

iv. Adequacy: the Class representatives and Interim Co-Lead Counsel are adequate. ..... 12

2. The requirements of Rule 23(b)(3) are satisfied. ..... 13

i. Predominance: common legal and factual issues predominate over individual issues. ..... 13

ii. Superiority: class resolution is superior to alternatives. ..... 15

B. The Proposed Settlement Falls within the Range of Possible Approval under Rule 23(e)(2) because it is Fair, Reasonable, and Adequate. ..... 15

1. Rule 23(e)(2)(A): The Class representatives and Class Counsel are adequate and have served the best interest of the Class over the past several years. ..... 16

2. Rule 23(e)(2)(B): the Parties negotiated the Settlement at arm's length. ..... 17

3. Rule 23(e)(2)(C): the Settlement provides excellent relief. ..... 17

i. The Settlement is superior to the costs, risks, and delay of trial and appeal. ..... 18

ii. The Settlement provides for robust claims processing and relief to the Class. ..... 19

iii. There are no agreements between the parties separate from the Settlement. ..... 20

4. Rule 23(e)(2)(D): The Settlement treats Class Members equitably. ..... 21

C. The Proposed Notice Satisfies Rule 23(e)(1) and Due Process. ..... 21

IV. CONCLUSION ..... 23

**EXHIBITS**

Exhibit 1 ..... Settlement Agreement and Accompanying Exhibits

Exhibit 1. A ..... Claim Form

Exhibit 1. B ..... Publication Notice

Exhibit 1. C ..... Official Notice

Exhibit 1. D ..... Covered Products List

Exhibit 1. E ..... Proposed Preliminary Approval Order

Exhibit 1. F ..... Stipulated Injunction

Exhibit 1. G ..... Class Notice Program and Declaration

Exhibit 2 ..... Declaration of Class Counsel and Firm Resumes

# TABLE OF AUTHORITIES

**Page(s)**

**Cases**

*Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*,
2011 WL 3290302 (N.D. Ill. July 26, 2011).....9

*Amchem Prods., Inc. v. Windsor*,
521 U.S. 591 (1997).....8, 9, 15

*Armstrong v. Bd. of Sch. Directors of City of Milwaukee*,
616 F.2d 305 (7th Cir. 1980), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998).....8

*Arreola v. Godinez*,
546 F.3d 788 (7th Cir. 2008).....9

*In re AT & T Mobility Wireless Data Servs. Sales Litig.*,
270 F.R.D. 330 (N.D. Ill. 2010).....10, 19

*Beaton v. SpeedyPC Software*,
907 F.3d 1018 (7th Cir. 2018).....12

*Bills v. TLC Homes Inc.*,
2020 WL 5982880 (E.D. Wis. Oct. 8, 2020).....21

*Cancel v. City of Chicago*,
254 F.R.D. 501 (N.D. Ill. 2008).....15

*Chambers v. Together Credit Union*,
2021 WL 1948453 (S.D. Ill. May 14, 2021).....18

*In re fairlife Milk Products Marketing and Sales Practices Litig.*,
2020 WL 362788 (N.D. Ill. Jan. 22, 2020).....13

*Gautreaux v. Pierce*,
690 F.2d 616 (7th Cir. 1982).....9

*Hale v. State Farm Mutual Automobile Ins. Co.*,
2018 WL 6606079 (S.D. Ill. Dec. 16, 2018).....20, 21

*In re IKO Roofing Shingle Prods. Liab. Litig.*,
757 F.3d 599 (7th Cir. 2014).....11

*Isby v. Bayh*,
75 F.3d 1191 (7th Cir. 1996).....8, 16

*Jackson v. Nat'l Action Fin. Servs., Inc.*,
227 F.R.D. 284 (N.D. Ill. 2005).....15

*Kohen v. Pacific Inv. Mgmt.*,
571 F.3d 672 (7th Cir. 2009).....12

*Lechuga v. Elite Eng'g, Inc.*,
2021 WL 4133543 (N.D. Ill. Sept. 10, 2021).....9

*Lucas v. Vee Pak, Inc.*,
2017 WL 6733688 (N.D. Ill. Dec. 20, 2017).....19

*Messner v. Northshore Univ. HealthSystem*,
669 F.3d 802 (7th Cir. 2012).....13, 14

*Mullane v. Central Hanover Trust*,
339 U.S. 306 (1950). Notice.....21, 23

*Mulvania v. Sheriff of Rock Island Cty.*,
850 F.3d 849 (7th Cir. 2017).....10

*Murray v. New Cingular Wireless Servs., Inc.*,
232 F.R.D. 295 (N.D. Ill. 2005).....15

*In re Navistar MaxxForce Engines Mktg., Sales Pracs. & Prod. Liab. Litig.*,
2020 WL 2477955 (N.D. Ill. Jan. 21, 2020).....17

*Owner-Operator Indep. Drivers' Ass'n v. Allied Van Lines, Inc.*,
231 F.R.D. 280 (N.D. Ill. 2005).....11

*Parko v. Shell Oil Co.*,
739 F.3d 1083 (7th Cir. 2014).....14

*Payton v. Cty. of Kane*,
308 F.3d 673 (7th Cir. 2002).....9

*Pickett v. Simos Insourcing Solutions, Corp.*,
249 F. Supp. 3d 897 (N.D. Ill. 2017).....16

*Rosario v. Livaditis*,
963 F.2d 1013 (7th Cir. 1992).....12

*Saltzman v. Pella Corp.*,
257 F.R.D. 471 (N.D. Ill. 2009).....11, 13

*Schleicher v. Wendt*,
618 F.3d 679 (7th Cir. 2010).....9, 10

*Schulte v. Fifth Third Bank*,
2010 WL 8816289 (N.D. Ill. Sept. 10, 2010).....16, 18

*Schulte v. Fifth Third Bank*,
805 F. Supp. 2d 560 (N.D. Ill. 2011) ..... 18

*Seiden v. Nicholson*,
72 F.R.D. 201 (N.D. Ill. 1976) ..... 19

*Simpson v. Dart*,
23 F. 4th 706 (7th Cir. 2022) ..... 14

*Snyder v. Ocwen Loan Servicing, LLC*,
2019 WL 2103379 (N.D. Ill. May 14, 2019) ..... 17

*Suchanek v. Sturm Foods, Inc.*,
311 F.R.D. 239 (S.D. Ill. 2015) ..... 12, 14

*Suchanek v. Sturm Foods, Inc.*,
764 F.3d 750 (7th Cir. 2014) ..... 11

*In re TikTok, Inc., Consumer Priv. Litig.*,
2021 WL 4478403 (N.D. Ill. Sept. 30, 2021) ..... 9

*Tylka v. Gerber Prod. Co.*,
178 F.R.D. 493 (N.D. Ill. 1998) ..... 14

*Wal-Mart Stores, Inc. v. Dukes*,
564 U.S. 338 (2011) ..... 11

*Wong v. Accretive Health, Inc.*,
773 F.3d 859 (7th Cir. 2014) ..... 17

**Other Authorities**

Fed. R. Civ. P. 23(a)(1)-(4) ..... *passim*

Fed. R. Civ. P. 23(b) ..... *passim*

Fed. R. Civ. P. 23(c)(2) ..... 9, 21, 22

Fed. R. Civ. P. 23(e)(1) ..... 9, 16, 21

Fed. R. Civ. P. 23(e)(2) ..... *passim*

Fed. R. Civ. P. 23(e)(3) ..... 20

## I. INTRODUCTION

After years of litigation and multiple mediation sessions guided by the Honorable Wayne R. Andersen (Ret.), Plaintiffs have reached agreement on a proposed nationwide class action settlement (the "Settlement"), achieving a $21 million non-reversionary cash Settlement Fund,[1] and separate, meaningful injunctive relief for the members of the Settlement Class (or "Class"). *See* Settlement Agreement, attached hereto as Exhibit 1. In reaching this substantial result, Plaintiffs navigated and overcame various risks of continued litigation, which had the potential to eliminate the ability for members of the Class to obtain any relief. Critically, the Settlement achieves robust and meaningful injunctive relief, which not only goes to the heart of the claims involved in this litigation, but creates an accountability structure to ensure the humane treatment of dairy cows.

This multidistrict litigation consists of nine putative class action lawsuits against Defendants The Coca-Cola Company, fairlife, LLC, Fair Oaks Farms Food, LLC, Mike McCloskey and Sue McCloskey, and Select Milk Producers, Inc. At its heart, this case is about Defendants' failure to deliver on the very essence of their brands' promise: the humane treatment of the dairy cows which provide milk for their Milk Products. Plaintiffs allege that they relied on, and were damaged when, they paid a premium for this false, prominent, and uniform promise on Defendants' labels of the Products—the "Brand Promise"—that the cows would be treated humanely. However, Defendants could not make such promises because video footage from an animal rights organization showed that some of the dairy cows which produced Milk Products actually suffered inhumane treatment and abuse. Plaintiffs thus alleged that Defendants could not

[1] All capitalized terms herein have the same meaning as defined in the Settlement Agreement.

have possibly had the appropriate systematic policies in place in order to ensure the humane treatment of the animals.

The proposed Settlement represents an outstanding result for the Class, achieving a significant result compared to other consumer food and beverage-related settlements to date. As detailed in this brief and the supporting documents, the Settlement was the product of extensive arm's length negotiations among the parties overseen by a highly respected former federal judge who served as the mediator. Defendants have not admitted any liability and continue to deny the legal claims alleged in the Litigation, but have agreed to the Settlement to avoid the cost and burden of litigation and eliminate the risk of an adverse judgment. By contrast, while Plaintiffs believe in the strength of their claims, they have agreed to the Settlement to avoid the risk of an adverse outcome during litigation or trial. Accordingly, the Settlement is the product of compromise and reflects the independent decisions of Plaintiffs, on the one hand, and Defendants, on the other hand, to resolve this matter.

Moreover, as described below, the Settlement is fair, reasonable, and adequate, and satisfies all of the factors for preliminary approval. Plaintiffs respectfully request that the Court grant this Motion, approve the proposed Notice Plan, and set a schedule for final approval of the Settlement.

## II. FACTUAL AND PROCEDURAL BACKGROUND

### A. Litigation and Procedural History

While Class Counsel's investigations into animal welfare have been ongoing for years, in June 2019, Animal Recovery Mission, an animal rights organization, released video footage purporting to show abuse of dairy cows which produced fairlife Milk Products at the "flagship" location of Fair Oaks Farms. *See* Class Counsel's Declaration in Support of Plaintiffs' Motion for Preliminary Approval of Settlement ("Class Counsel Decl."), attached hereto as Exhibit 2, ¶¶ 3-4.

Soon thereafter, a number of lawsuits were filed against Defendants in various federal courts throughout the country alleging, generally, that Defendants' false and deceptive marketing practices regarding the humane treatment of their cows induced Plaintiffs to pay a premium for Defendants' Milk Products, and thereby caused them harm. *Id.* ¶ 3. After eight putative class actions were transferred to this District by the Judicial Panel on Multidistrict Litigation ("JPML"), this Court appointed Amy E. Keller of DiCello Levitt Gutzler LLC; Melissa S. Weiner of Pearson, Simon & Warshaw, LLP; and, Michael R. Reese of Reese LLP as Co-Lead Interim Counsel on behalf of the putative classes. *Id.* ¶¶ 6-7. On June 25, 2020, Co-Lead Interim Counsel filed (i) a Consolidated Class Action Complaint on behalf of all actions then-transferred into the MDL; and (ii) a Class Action Complaint, on behalf of certain new Plaintiffs, denominated as a related case to the Litigation, and captioned *Cantwell et al. v. The Coca-Cola Company et al.*, Case No. 1:20-cv-03739 (N.D. Ill.). *Id.* ¶ 7; ECF No. 100.[2]

Although the Parties were able to negotiate orders and practices concerning discovery and the litigation of this matter, rather than spend months—and potentially years—in litigation that may or may not have resulted in a trial, which would have likely led to appeals, the Parties engaged in settlement discussions in order to achieve more immediate relief for Settlement Class Members, and Plaintiffs sought robust injunctive relief to the benefit of the at-issue cows. Class Counsel Decl. ¶¶ 5, 9, 12-13. The Court, in support of the Parties' shared interest in exploring settlement discussions with an esteemed mediator who previously served as a federal judge on the Northern District of Illinois bench, provided Defendants with several extensions to respond to the

[2] A separate, ninth class action was filed by Plaintiff Paula Honeycutt on March 12, 2020, against Fair Oaks Farms, which was later transferred to this Court by the JPML. Class Counsel Decl. ¶ 8.

Consolidated Complaint, which ultimately led to the Settlement now before the Court. *See id.* ¶ 10.

**B. Settlement Discussions**

The Parties engaged in intense, hard-fought settlement discussions and negotiations for over two years, during which they participated in four, full-day mediation sessions conducted by the Honorable Wayne R. Andersen (Ret.), a skilled mediator with extensive experience mediating and resolving complex class action lawsuits like this Litigation. *Id.* ¶¶ 5, 11-14. In addition to the full-day mediation sessions on October 28, 2020, November 20, 2020, June 3, 2021, and July 8, 2021, the parties participated in dozens of conference calls between each session and solicited the assistance of Judge Andersen throughout the entirety of the settlement process—as recently as within the last week—as the Parties encountered significant impediments to resolution of the many features of the Settlement. *Id.* ¶¶ 12-14. In support of these discussions, the Parties exchanged various written discovery requests, produced voluminous documents in response on several occasions, submitted multiple rounds of mediation briefs to Judge Andersen in advance of each mediation session, and exchanged a multitude of settlement positions, proposals, counterproposals, correspondence (including numerous rounds of letters and emails), and settlement demands through Judge Andersen. *Id.* ¶ 13.

While the Parties made progress during each respective mediation, the Settlement now before the Court was not reached until very recently. *Id.* ¶ 14. Pursuant to the terms of the Settlement achieved by Class Counsel based upon the significant assistance of Judge Andersen, Defendants agree to: (i) pay $21 million into a non-reversionary common fund that would be used to pay all timely and valid claims made by Settlement Class Members, Service Awards to the Class Representatives, Plaintiffs' Attorneys' Fees and Costs, and the costs of Notice and Administration; and (ii) provide significant injunctive relief. *Id.* ¶¶ 15-16.

### C. The Settlement Agreement

#### 1. Proposed Class Definition

Plaintiffs seek approval of the following proposed Settlement Class:

> All persons in the United States, its territories, and/or the District of Columbia who purchased, for personal use and not for resale, any Covered Product on or before the Preliminary Approval Date.

Settlement Agreement § III(1). Specifically excluded from the proposed Settlement Class are the following persons: (i) Defendants and their respective subsidiaries and affiliates, employees, officers, directors, agents, and representatives and their family members; (ii) Class Counsel; (iii) the Judges who have presided over the Litigation; (iv) local, municipal, state, and federal governmental agencies; and (v) all persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders. *Id.* §§ III(1)(i)-(v).

#### 2. Monetary Relief

Defendants have agreed to pay the $21,000,000.00 to create a non-reversionary Settlement Fund for the benefit of Settlement Class Members to receive Cash Awards for filing Valid Claims (per the Plan of Allocation described below). *Id.* §§ I(73), IV(1), IV(3)(a)-(b). Cash Awards will be determined following the proposed notice and claims process and after the deduction of settlement-related costs, including the expenses of the Claims Administrator and Notice and Administrative Costs, Attorneys' Fees and Costs, and Service Awards to be determined by this Court. *Id.* § V.

Subject to certain caps and pro-rated increases or decreases, Claimants will receive 25% of the purchase price for the Covered Products, which—based upon the experience of Class Counsel and compared to other products available on the market—is the calculated price premium consumers paid for the Products based upon the allegedly false and misleading Animal Welfare Promises. Class Counsel Decl. ¶¶ 17-18. Claimants will be eligible to receive up to $20 for claims

without Valid Proof of Purchase, and up to $80 for claims with Valid Proof of Purchase, for a total of $100 possible relief. Settlement Agreement § IV(3)(b). Claims will be subject to a *pro rata* increase—upward or downward—depending upon the number of claims filed. *Id.* § V(3). Class Counsel estimates that, given the amount available to Claimants combined with any *pro rata* adjustment, the Settlement Fund will be exhausted. Class Counsel Decl. ¶ 19.

**3. Injunctive Relief**

Plaintiffs allege that the Defendants' Brand Promises were important to them when they purchased the Milk Products, and that they paid a price premium for the Milk Products based upon the Brand Promises. *Id.* ¶ 3. Given the importance of the Brand Promises to the issues in this Litigation, Class Counsel worked closely with two not-for-profit entities focused on animal welfare to educate themselves on livestock husbandry, and what measures should be taken to ensure that the dairy cows which produce Defendants' Milk Products are treated humanely. *Id.* ¶¶ 4, 22. Together with those entities, Class Counsel negotiated injunctive relief that would create a monitoring and compliance program, aimed at ensuring their cows receive humane treatment. *Id.* ¶ 22.

**4. Notice and Administrative Costs**

After a competitive bidding process with three, separate notice and claims administration providers, the Parties agreed that Epiq Class Action & Claims Solutions, Inc. ("Epiq") would provide the best service to the Settlement Class Members in this case. *Id.* ¶ 23. Accordingly, Plaintiffs request that the Court appoint Epiq as the Claims Administrator to provide notice to Settlement Class Members and to collect, process, approve or deny, and pay out claims while being jointly overseen by the Parties. *See* Settlement Agreement § XI(1). Epiq is experienced at successfully managing nationwide class actions, including acquiring class member data, delivering state-of-the-art notice to class members, creating easy-to-use websites for class members to check

eligibility and basic benefit amounts, processing large and complex claims, calculating benefits, and efficiently communicating with members of the class. Class Counsel Decl. ¶ 24.

Epiq has designed a robust Class Notice Program that aims to reach as many members of the Settlement Class as possible. *Id.* ¶ 25. Pursuant to the proposed Class Notice, and if approved by the Court, Epiq will provide notice to members of the Settlement Class using the following methods: (i) direct notice for members of the Settlement Class with whom Defendants had direct correspondence; (ii) digital publication notice based upon a specific, targeted advertising campaign, aimed to provide notice to fairlife's customers; (iii) a Settlement Website, which will be included in all Settlement notices, that contains, *inter alia*, information about the case, the Settlement, important dates and deadlines, and all relevant information regarding filing a Claim Form and opting-out or objecting to the Settlement, and all relevant pleadings, including Court orders and memoranda related to settlement approval; and (iv) a dedicated email address and toll-free number, which will also be included in all Settlement notices and on the Settlement Website. Settlement Agreement §§ XI(9)(a)-(e).

Epiq will maintain a complete and accurate accounting of all receipts, expenses (including Notice and Administrative Costs), and payments made in connection with the Settlement Agreement. *Id.* § XI(7). The Notice and Administration Costs will be paid out of the Settlement Fund. *Id.* §§ I(54), IV(1).

**5. Attorneys' Fees and Costs for Class Counsel and Service Awards for Class Representatives**

Co-Lead Interim Counsel respectfully request that the Court appoint them as Class Counsel and appoint the Named Plaintiffs as Class Representatives. Under the terms of the Settlement, Class Counsel may petition this Court for (i) attorneys' fees in an amount not to exceed one-third of the $21 million common fund; and (ii) reimbursement of reasonable and necessary litigation

costs.[3] *Id.* § XIII(1). Co-Lead Counsel will also seek $3,500 for each of the Class Representatives as a Service Award for their contribution to the case. *Id.* § XIII(3). The notice documents will inform the Class as to this information regarding Attorneys' Fees and Costs and Service Awards. *Id.* §§ XI(9)(a)-(d). Class Counsel will provide further detail and explanation in their subsequent filings; however, these amounts are supported by precedent in this Circuit.

## III. THE COURT SHOULD PRELIMINARILY APPROVE THE CLASS ACTION SETTLEMENT AND DIRECT NOTICE TO THE CLASS[4]

At the preliminary approval stage, the Court must determine whether the proposed Settlement Class should be certified for settlement purposes under Federal Rule of Civil Procedure ("Rule") 23. *See*, *e.g.*, *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Certification of a settlement class must satisfy each requirement set forth in Rule 23(a), as well as at least one of the separate provisions of Rule 23(b). *Id*. at 613-14. As detailed below, this proposed Class meets the requirements of Rule 23(a) as well as the requirements of Rule 23(b)(3).

Although Federal Rule of Civil Procedure 23(e) conditions any proposed class action settlement upon district court approval, well-settled Seventh Circuit jurisprudence recognizes that "[f]ederal courts naturally favor the settlement of class action litigation." *Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996). Indeed, the overriding public interest in favor of settling class action disputes is particularly forceful because, as the Seventh Circuit has expressly emphasized, settlement "minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources." *Armstrong v. Bd. of Sch. Directors of City of Milwaukee*, 616 F.2d 305, 313 (7th Cir. 1980), *overruled on other grounds by Felzen v.*

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[3] There is no "clear sailing" agreement; Defendants retain the right to challenge the amount of attorneys' fees requested.

[4] Plaintiffs acknowledge the recent amendments to Rule 23(e) of the Federal Rules of Civil Procedure, and cite to pre-2018 opinions to the extent they do not conflict with those amendments.

*Andreas*, 134 F.3d 873 (7th Cir. 1998). Thus, Rule 23(e), as amended, instructs a district court to "direct the plaintiffs to provide notice" to class members upon finding that three essential inquiries are satisfied when evaluating a proposed class action settlement for preliminary approval. *See In re TikTok, Inc., Consumer Priv. Litig.*, 2021 WL 4478403, at *5 (N.D. Ill. Sept. 30, 2021) (citing Fed. R. Civ. P. 23(e)).

First, the court must determine whether it "will likely be able" to certify the putative class for purposes of judgment on the proposed settlement. Fed. R. Civ. P. 23(e)(1)(B)(ii); *Am. Int'l Grp., Inc. v. ACE INA Holdings, Inc.*, 2011 WL 3290302, at *3 (N.D. Ill. July 26, 2011). Second, the court must consider whether the proposed settlement is "within the range of possible approval" in accordance with the factors set forth in Rule 23(e)(2). *Gautreaux v. Pierce*, 690 F.2d 616, 621, n.3 (7th Cir. 1982); Fed. R. Civ. P. 23(e)(1)(B)(i). Finally, the district court must evaluate whether the proposed notice plan provides "the best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B); *TikTok*, 2021 WL 4478403, at *12. All three inquiries are satisfied here, and thus the Court should preliminarily approve the class action settlement and direct notice to members of the Class.

**A. Class Certification Is Appropriate.**

While the decision to certify a class is subject to "heightened" attention for settlement purposes, *see Amchem*, 521 U.S. at 621, district courts nevertheless have "broad discretion to determine whether certification of a class is appropriate." *Lechuga v. Elite Eng'g, Inc.*, 2021 WL 4133543, at *2 (N.D. Ill. Sept. 10, 2021) (citing *Arreola v. Godinez*, 546 F.3d 788, 794 (7th Cir. 2008)). In line with this framework, class certification is governed by Rules 23(a) and 23(b), which set forth six threshold requirements a plaintiff must meet. *See Amchem*, 521 U.S. at 621; *Arreola*, 546 F.3d at 794. This analysis does not necessarily hinge on the merits of the plaintiffs' claims. *Schleicher v. Wendt*, 618 F.3d 679, 685 (7th Cir. 2010); *Payton v. Cty. of Kane*, 308 F.3d 673, 677

(7th Cir. 2002) ("a determination of the propriety of class certification should not turn on the likelihood of success on the merits."). Rather, the Court need only look "to those aspects of the merits that affect the decisions *essential* under Rule 23." *Schleicher*, 618 F.3d at 685 (emphasis added). For the reasons set forth below, the Court should certify the proposed Settlement Class for settlement purposes only, which Plaintiffs respectfully submit readily satisfies the criteria of Rule 23(a) and Rule 23(b).

**1. The requirements of Rule 23(a) are satisfied.**

Rule 23(a) requires that (1) the proposed settlement class is so numerous that joinder of all individual class members is impracticable (numerosity); (2) there are questions of law or fact common to the proposed settlement class (commonality); (3) Plaintiffs' claims are typical of those of the Class (typicality); and (4) Plaintiffs and Class Counsel will adequately protect the interests of the Class (adequacy). Fed. R. Civ. P. 23(a)(1)-(4); *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 344 (N.D. Ill. 2010). Each of these requirements is satisfied here.

**i. Numerosity: the Class is sufficiently numerous.**

Rule 23(a)(1) provides that the class be so "numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Plaintiffs allege that Defendants sold millions of units of the Covered Products to Settlement Class Members throughout the United States, and the Parties believe that there are millions of Settlement Class Members, which greatly exceeds the threshold requirement for numerosity in the Seventh Circuit. *See Mulvania v. Sheriff of Rock Island Cty.*, 850 F.3d 849, 859-60 (7th Cir. 2017) ("While there is no magic number that applies to every case, a forty-member class is often regarded as sufficient to meet the numerosity requirement."). Thus, joinder would be impracticable, and Rule 23(a)(1) is satisfied.

**ii. Commonality: there is more than one common question likely to drive the resolution of this litigation.**

Rule 23(a)(2) requires that there be "questions of law or fact common to the class." Plaintiffs must show that resolution of an issue of fact or law "is central to the validity of each" class member's claim and "[e]ven a single [common] question will" satisfy the commonality requirement. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 359 (2011). "The critical point is 'the need for conduct common to members of the class.'" *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 756 (7th Cir. 2014) (quoting *In re IKO Roofing Shingle Prods. Liab. Litig.*, 757 F.3d 599, 602 (7th Cir. 2014)). However, there need not be commonality of damages. *IKO Roofing*, 757 F.3d at 602.

Here, Plaintiffs allege numerous common issues, including, among others, (a) whether the representations that Defendants made about the Milk Products were or are true, misleading, or likely to deceive a reasonable consumer; (b) whether Defendants exercised any control, oversight, or otherwise routinely inspected farms that sourced milk for their Milk Products to ensure that the representations they made concerning the humane treatment of animals were true; and (c) whether Defendants' representations were material to a reasonable consumer. With more than one common question capable of class-wide resolution, the Settlement Class satisfies Rule 23(a)(2).

**iii. Typicality: the proposed Class representatives' claims are typical.**

Rule 23(a)(3) requires that the class representatives' claims be "typical" of class members' claims. "[T]ypicality is closely related to commonality and should be liberally construed." *Saltzman v. Pella Corp.*, 257 F.R.D. 471, 479 (N.D. Ill. 2009) (citations omitted). Typicality is a "low hurdle," requiring "neither complete coextensivity nor even substantial identity of claims." *Owner-Operator Indep. Drivers' Ass'n v. Allied Van Lines, Inc.*, 231 F.R.D. 280, 282 (N.D. Ill. 2005). A claim is typical under Rule 23(a)(3) when it "'arises from the same event or practice or course of conduct that gives rise to the claims of other class members" and when the "'claims are

based on the same legal theory.'" *Rosario v. Livaditis*, 963 F.2d 1013, 1018 (7th Cir. 1992)). In the context of consumer fraud class actions, "individual differences are to be expected." *Suchanek v. Sturm Foods, Inc.*, 311 F.R.D. 239, 255-56 (S.D. Ill. 2015) ("Variations among the named representatives in their perception of [products'] packaging or their motivation for ultimately purchasing [the product] simply means their claims are not completely identical. It does not mean their claims are atypical of the class."). The typicality requirement similarly does not require "all class members [to] suffer the same injury as the named class representative." *Rosario*, 963 F.2d at 1018.

Plaintiffs' claims are typical of the claims of other Class members, because Plaintiffs and all Class members were injured through Defendants' uniform conduct. In particular, Plaintiffs allege that Defendants charged consumers a price premium for the express promises that dairy cows which produce their Milk Products were treated humanely, but did not have systematic measures in place to ensure those promises were truthful. Where Plaintiffs and the Class were "exposed to the same message (and promises)" from Defendants, their claims are typical. *Beaton v. SpeedyPC Software*, 907 F.3d 1018, 1026 (7th Cir. 2018).

**iv. Adequacy: the Class representatives and Interim Co-Lead Counsel are adequate.**

Rule 23(a)(4) requires that, for a case to proceed as a class action, the court must find that "the representative parties will fairly and adequately protect the interests of the class." Adequacy of representation is measured by a two-part test: (1) the named plaintiffs cannot have claims in conflict with other class members, and (2) the named plaintiffs and proposed class counsel must demonstrate their ability to litigate the case vigorously and competently on behalf of named and absent class members alike. *See Kohen v. Pacific Inv. Mgmt.*, 571 F.3d 672, 679 (7th Cir. 2009).

Both requirements are satisfied here. As they demonstrated at the time they sought appointment, Class Counsel are qualified, experienced, and thoroughly familiar with consumer

food and beverage class action litigation. *In re fairlife Milk Products Marketing and Sales Practices Litig.*, 2020 WL 362788, at **3-4 (N.D. Ill. Jan. 22, 2020). They have successfully litigated many significant consumer food and beverage class actions and have zealously represented the interests of the class through hard-fought settlement negotiations. Class Counsel respectfully submit that they have diligently represented the interests of the Class throughout this litigation and will continue to do so.

Moreover, the interests of the Settlement Class Members are aligned with those of the representative Plaintiffs. Plaintiffs, like all Settlement Class Members, share an overriding interest in obtaining the largest possible monetary recovery. Accordingly, the requirements of Rule 23(a)(4) are satisfied.

**2. The requirements of Rule 23(b)(3) are satisfied.**

Once Rule 23(a)'s four prerequisites are met, Plaintiffs must show that—for purposes of a settlement providing cash relief—the proposed Settlement Class satisfies Rule 23(b)(3) by showing that "questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." As to predominance, "[c]onsiderable overlap exists between the court's determination of commonality and a finding of predominance. A finding of commonality will likely satisfy a finding of predominance because, like commonality, predominance is found where there exists a common nucleus of operative facts." *Saltzman*, 257 F.R.D. at 484. Both requirements are readily satisfied here.

**i. Predominance: common legal and factual issues predominate over individual issues.**

Common questions predominate over other issues in a case when "a common nucleus of operative facts and issues underlies the claims brought by the proposed class." *Messner v. Northshore Univ. HealthSystem*, 669 F.3d 802, 815 (7th Cir. 2012) (internal quotation marks

omitted). The predominance inquiry, however, is "not determined simply by counting noses: that is, determining whether there are more common issues or more individual issues, regardless of relative importance." *Parko v. Shell Oil Co.*, 739 F.3d 1083, 1085 (7th Cir. 2014). Rather, plaintiffs must only show that there is a common question that predominates over individual questions; they need not prove that the answer to that question will be resolved in its favor. *Simpson v. Dart*, 23 F. 4th 706, 711 (7th Cir. 2022).

Furthermore, individual questions of reliance, causation, or damages do not preclude certification under Rule 23(b)(3). *See Tylka v. Gerber Prod. Co.*, 178 F.R.D. 493, 499 (N.D. Ill. 1998) ("individual issues of reliance do not thwart class actions of common law fraud claims") (internal quotations omitted); *Suchanek*, 311 F.R.D. at 259 ("individualized proof from each class member . . . on the issue[] of proximate causation and reliance does not make the class format unmanageable or support the denial of class certification."); *Messner*, 669 F.3d at 815 ("the presence of individualized questions regarding damages does not prevent certification under Rule 23(b)(3).").

Here, Plaintiffs allege numerous common issues, as detailed in Section III(A)(1)(ii), *supra*. Central to these common issues are Defendants' uniform misrepresentations regarding the fairlife Milk Products, as demonstrated through their advertising and marketing practices. Every Settlement Class Member was exposed to the same type of misrepresentations on the labels of every Milk Product, which Plaintiffs allege would cause reasonable consumers to believe that Defendants were able to verify that their Brand Promises about the humane treatment of dairy cows were correct. Thus, the alleged misrepresentations derive from a common nucleus of operative fact and thus predominate over any individualized issues, like of the amount of damages pertaining to the number of Milk Products purchased by Settlement Class Members.

**ii. Superiority: class resolution is superior to alternatives.**

Finally, Plaintiffs must demonstrate that a class action is superior to other available methods for fair and efficient adjudication of the controversy under Rule 23(b)(3). "A class action is superior where potential damages may be too insignificant to provide class members with incentive to pursue a claim individually." *Jackson v. Nat'l Action Fin. Servs., Inc.*, 227 F.R.D. 284, 290 (N.D. Ill. 2005). "Class treatment is especially appropriate for consumer claims," because "an individual consumer's claim would likely be too small to vindicate through an individual suit. *Murray v. New Cingular Wireless Servs., Inc.*, 232 F.R.D. 295, 303 (N.D. Ill. 2005). Moreover, class adjudication is superior when litigating claims separately "risks inconsistent determinations on common issues" and "require[s] multiple courts to evaluate the same evidence and analyze the same policies and practices in what would amount to a wastefully inefficient enterprise." *Cancel v. City of Chicago*, 254 F.R.D. 501, 512 (N.D. Ill. 2008).

In this consumer-based class action, the damages suffered by Plaintiffs and other Settlement Class Members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants. Even if Settlement Class Members could afford individual litigation, it would create a potential for inconsistent or contradictory rulings and judgments and increase the delay and expense to all parties and the court system. Class resolution is thus superior to alternative methods of resolution.[5]

**B. The Proposed Settlement Falls within the Range of Possible Approval under Rule 23(e)(2) because it is Fair, Reasonable, and Adequate.**

Upon conditionally certifying a class for purposes of settlement, the court is directed to determine whether the proposed settlement falls "within the range of possible approval" under

[5] As *Amchem* makes clear, manageability need not be established for the certification of a settlement class. *See Amchem*, 521 U.S. at 620.

Rule 23(e)(2). *Pickett v. Simos Insourcing Solutions, Corp.*, 249 F. Supp. 3d 897, 898 (N.D. Ill. 2017); Fed. R. Civ. P. 23(e)(1)(B)(i). A proposed settlement is within the range of possible approval when the court finds it is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). In making this determination, Rule 23(e)(2) requires the court to consider a variety of factors, including whether: (1) the class representatives and class counsel have adequately represented the class; (2) the proposal was negotiated at arm's length; (3) the relief provided by the settlement is adequate; and (4) the proposal treats class members equitably relative to each other. *Id.* When evaluating the above factors, courts within the Seventh Circuit should "consider the facts in the light most favorable to settlement." *Isby*, 75 F.3d at 1199 (internal quotation marks omitted). Moreover, the Court must recognize that the "essence of settlement is compromise" and will not represent a "complete victory" for either side when evaluating the settlement. *Id.* at 1200. The Settlement readily satisfies all four factors, and thus falls within the range of possible approval pursuant to Rule 23(e)(2).

**1. Rule 23(e)(2)(A): The Class representatives and Class Counsel are adequate and have served the best interest of the Class over the past several years.**

The first Rule 23(e)(2) factor requires courts to consider whether class representatives and class counsel will represent the class adequately. Fed. R. Civ. P. 23(e)(2). The Court is likely to grant final approval on this factor because, as discussed *supra*, the Named Plaintiffs and Class Counsel have zealously represented the Settlement Class Members' interests for the past several years. Co-Lead Interim Counsel demonstrably have a "command of the facts and issues presented in [this case]," are more than competent, and thus have served the best interests of the Class. *See Schulte v. Fifth Third Bank*, 2010 WL 8816289, at *4 (N.D. Ill. Sept. 10, 2010) (Dow, J.) (granting preliminary approval of class action settlement).

**2. Rule 23(e)(2)(B): the Parties negotiated the Settlement at arm's length.**

The Parties negotiated the Settlement at arm's length, as required by Rule 23(e)(2)(B). The Settlement now before the Court is the product of over a year and a half of settlement discussions, which involved four, hard-fought mediation sessions and considerable follow-up—all led by Judge Andersen. *See e.g.*, *In re Navistar MaxxForce Engines Mktg., Sales Pracs. & Prod. Liab. Litig.*, 2020 WL 2477955, at *3 (N.D. Ill. Jan. 21, 2020) (finding settlement is the result of "extended, arm's length negotiations . . . with the aid of respected class action mediator Judge Wayne Andersen (Ret.)").

**3. Rule 23(e)(2)(C): the Settlement provides excellent relief.**

To evaluate whether relief provided by a settlement is adequate, Rule 23(e)(2)(C) instructs the Court to consider four factors: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the class; (iii) the terms of any proposed award of attorneys' fees; and (iv) any agreements made in connection with the proposed settlement. The Seventh Circuit, which has articulated its own set of factors to consider against a proposed settlement, largely subsume the criterion enumerated in Rule 23(e)(2). *Snyder v. Ocwen Loan Servicing, LLC*, 2019 WL 2103379, at *5 (N.D. Ill. May 14, 2019). These factors include (1) the strength of the case for plaintiffs on the merits, balanced against the extent of settlement offer; (2) the complexity, length, and expense of further litigation; (3) the amount of opposition to the settlement; (4) the reaction of members of the class to the settlement; (5) the opinion of competent counsel; and (6) stage of the proceedings and the amount of discovery completed. *Wong v. Accretive Health, Inc.*, 773 F.3d 859, 863 (7th Cir. 2014). Each of the above Rule 23(e)(2) factors support preliminary approval of the Settlement.

**i. The Settlement is superior to the costs, risks, and delay of trial and appeal.**

The Settlement Fund and accompanying injunctive relief provide superior benefits to the Settlement Class Members, particularly given the risks posed by continued litigation. If the case had continued many years into the future, Class Counsel would have been unable to negotiate the immediate injunctive relief important to the Named Plaintiffs and the class that directly addresses Defendants' animal welfare promises. Additionally, the uncertainty in determining damages, as well as any appeals, may have resulted in the litigation proceeding for a decade or more with no payment to Class members. Accordingly, the Settlement allows Settlement Class Members to "realize immediate and future benefits" of the lawsuit upon settlement approval. *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011). The Parties similarly bypassed "the inherent risk, complexity, time, and cost associated with continued litigation" by settling the matter, especially when faced with the potential of litigating hotly contested motions for dismissal, class certification, summary judgment, trial, and appeal—in addition to the costs and inevitable disputes associated with discovery practice. *Id.*

Under the terms of the proposed Settlement, Settlement Class Members are entitled to 25% of the purchase price, for a total of up to $100 in Cash Awards, subject to *pro rata* increases or decreases. This is an excellent result for the Class, and they were unlikely to achieve more even if they prevailed at trial. *See Schulte*, 2010 WL 8816289, at *2-3 (granting preliminary approval where the parties have explained the value of the settlement to class members and identified and the risks and uncertainties of future litigation); *Chambers v. Together Credit Union*, 2021 WL 1948453, at *2 (S.D. Ill. May 14, 2021) (finding that the "relief provided for by the Settlement appears adequate" because "[t]he costs, risks, and delays of trial and appeal would have delayed any recovery for several years, and would have risked the Class recovering nothing had this Court

or an appellate court ruled against them on the pending motion to dismiss, a motion for class certification, a motion for summary judgment, at trial, or on appeal from a final judgment.").

Monetary relief is not the only significant relief that Plaintiffs have achieved for the Class. Plaintiffs have similarly negotiated significant injunctive relief, which adds substantial value to the Class because it works to correct and improve the treatment of Defendants' animals, which Plaintiffs have sought to address since the outset of this lawsuit and allege is central to the alleged misrepresentations that uniformly appear on Defendants' Milk Products. *See Lucas v. Vee Pak, Inc.*, 2017 WL 6733688, at *11 (N.D. Ill. Dec. 20, 2017) (finding the injunctive relief "increase[s] the value of the settlement" where the "settlement's injunctive relief benefits the Class by correcting and improving" defendant's wrongful conduct).

Combining the significant monetary relief and the injunctive relief that corrects Defendants' allegedly wrongful practices, the Settlement provides significant value to the Class. If Plaintiffs risked reaching for the prospect of greater relief through further litigation, "all that is certain is that plaintiffs would have spent a large amount of time, money and effort." *See Seiden v. Nicholson*, 72 F.R.D. 201, 208 (N.D. Ill. 1976). And "[e]ven if Plaintiffs were to succeed on the merits at some future date, a future victory is not as valuable as a present victory. Continued litigation carries with it a decrease in the time value of money, for "'[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.'" *In re AT & T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. at 347 (quoting *Reynolds v. Beneficial Nat'l Bank*, 288 F.3d 277, 284 (7th Cir. 2002)). Therefore, this Settlement fares far better when weighed against the numerous risks and obstacles associated with continued litigation.

**ii. The Settlement provides for robust claims processing and relief to the Class.**

The Settlement provides Settlement Class Members with an easy and effective method to submit claims and to obtain relief. *See* Fed. R. Civ. P. 23(e)(2)(C)(ii). The parties have agreed to

a robust notice program (discussed in more detail below in Section III(C), *infra* and the Declaration of Class Counsel), which they believe will reach the overwhelming majority of the Class and encourage the filing of valid Claims. *See* Class Counsel Decl. ¶¶ 25-26. Members of the Class will have up until ninety days after the final approval hearing to complete and submit, either electronically or via direct mail (whichever is most convenient for them), a simple Claim Form. Each claimant need only provide basic information to receive a Cash Award, including their name and contact information, which of the Milk Products they purchased, and how many of those products were purchased. Settlement Agreement §§ I(11), IV(3)(a)-(b). Thus, Class members can easily submit claims with very little to no effort.

Furthermore, given literature concerning preferences for electronic payments in modern class settlements, cash distributions will be issued electronically to the extent possible, streamlining the distribution process for most members of the Class. Class Counsel Decl. ¶ 21. In the event any payments are issued via check, checks will remain valid up to 180 days, providing claimants with ample time to submit a deposit. Settlement Agreement § IV(8). Therefore, "this procedure is claimant-friendly, efficient, cost-effective, proportional, and reasonable under the particular circumstances of this case." *See Hale v. State Farm Mutual Automobile Insurance Co.*, 2018 WL 6606079, at *5 (S.D. Ill. Dec. 16, 2018).

**iii. There are no agreements between the parties separate from the Settlement.**

Rule 23(e)(2)(C)(iii) instructs the court to consider any agreements between the parties in addition to the Settlement. All agreements have been disclosed to the Court, and there are no separate "side-deals" between the Parties. Thus, this factor also weighs in favor of preliminary approval. *See Hale*, 2018 WL 6606079, at *5 (finding factor neutral where the parties, nor the Court, identified "any agreement—other than the Settlement itself—that must be considered pursuant to Rule 23(e)(3).").

#### 4. Rule 23(e)(2)(D): The Settlement treats Settlement Class Members equitably.

The Settlement treats Settlement Class Members equitably relative to each other, another factor that weighs in support of sending notice of the proposed Settlement to the Settlement Class Members. Fed. R. Civ. P. 23(e)(2)(D). Here: "[a]ll class members are entitled to the same relief under the proposed Settlement." *Hale*, 2018 WL 6606079, at *5. All Class Members will receive a refund of 25% of the purchase price they paid. Each Settlement Class Member is eligible to claim up to $100 in Cash Awards, subject to submitting Valid Proofs of Purchase and proportional, *pro rata* adjustments. All Settlement Class Members are eligible to receive the same relief based upon the average retail purchase prices of the Covered Products they purchased. This factors in favor of approval. *See Bills v. TLC Homes Inc.*, 2020 WL 5982880, at *4 (E.D. Wis. Oct. 8, 2020) (finding "factor weighs in favor of approving the [Settlement] Agreement" because "[a]ll class members are entitled to a *pro rata* share and will receive the same treatment."); *Hale*, 2018 WL 6606079, at *5 (emphasizing that the settlement proposal is "fair and equitable" because it "entitled each class member to an equal, pro-rata share of the Settlement fund.").

### C. The Proposed Notice Satisfies Rule 23(e)(1) and Due Process.

To satisfy due process, notice of a class action settlement must be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Trust*, 339 U.S. 306, 314 (1950). Notice must clearly and concisely state the following, in plain, easily understood language: (i) the nature of the action; (ii) the class definition; (iii) the class claims; (iv) that a class member may enter an appearance through an attorney; (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. Fed. R. Civ. P. 23(c)(2)(B).

Rule 23(c)(2) requires "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2). Class notice may take the form of "United States mail, electronic means, or other appropriate means." Fed. R. Civ. P. 23(c)(2)(B). The Advisory Committee Notes to the 2018 Amendments to Rule 23 "recognize contemporary methods of giving notice to class members" and that "technological change" has "introduced other means of communication that may sometimes provide a reliable additional or alternative means of giving notice" other than first class mail. Advisory Committee Notes to 2018 Amendments to Rule 23(c)(2). The proposed Notice[6] here far exceeds the minimum due process requirements under Rule 23(c)(2)(B) and the Constitution. Specifically, Plaintiffs and Epiq designed the proposed Notice that sends direct notice to those with whom Defendants have communicated via email and U.S. Mail and uses digital and Internet notice program with consumer print publication, digital notice, and social media using best practices to enhance reach to the Settlement Class Members. Azari Decl. ¶¶ 9-13; 16-30. Additionally, the Parties have agreed to meet and confer on a "Claim Stimulation Notice," which will be implemented to increase the claim filing rate and maximize participation in the Settlement by Settlement Class Members using a combination of reminder noticing via individual notice and media. Azari Decl. ¶ 34. Based upon their experience with similar settlements, Class Counsel anticipate that, through the robust notice program and "Claim Stimulation" notice, the Net Settlement Fund will be exhausted. Class Counsel Decl. ¶ 19.

[6] The proposed Official or "Long Form" Notice is attached to the Settlement Agreement as Exhibit C. It is supported by the Declaration of Cameron Azari, Esq., the Senior Vice President of Epiq Class Action and Claims Solutions, Inc., and the Director of Legal Notice for Hilsoft Notifications ("Azari Decl."), attached to the Settlement Agreement as Exhibit G.

The proposed notice scheme is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane*, 339 U.S. at 314. Further, the Notice is written using plain language and organized topically so that Settlement Class Members can clearly understand their rights under this settlement. Azari Decl. ¶¶ 36-37. The Notice clearly describes the pendency of this case, the terms of the settlement, informs the Settlement Class Members about the allocation of Attorneys' Fees and Costs, and provides specific information regarding the date, time, and place of the Fairness Hearing and Settlement Class Members' ability to exclude themselves from the Settlement. *Id.* Accordingly, the forms of notice and notice scheme satisfy due process and Rule 23 and should be approved.

## IV. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court preliminarily approve the Settlement, preliminarily certify the Settlement Class, approve the Class Notice Program and appoint the parties' jointly-selected Claims Administrator, direct notice to the Settlement Class Members, and enter the accompanying Proposed Order Granting Preliminary Approval, which sets a timeline for the Court's Fairness Hearing and other attendant dates.

Dated: April 14, 2022

Respectfully submitted,

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***Interim Co-Lead Counsel***

**SIGNATURE ATTESTATION**

Pursuant to the United States District Court for the Northern District of Illinois' General Order on Electronic Case Filing, General Order 16-0020(IX)(C)(2), I hereby certify that authorization for the filing of this document has been obtained from the signatories shown above and that each signatory concurs in the filing's content.

*/s/ Amy E. Keller*
Amy E. Keller

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was filed using this Court's CM/ECF service, which will send notification of such filing to all counsel of record this 14th day of April 2022.

*/s/ Amy E. Keller*
Amy E. Keller

# Exhibit 1

Settlement Agreement and Exhibits

*In re fairlife Milk Products Marketing and Sales Practices Litig.*
MDL No. 2909, Lead Case No. 19-cv-03924-RMD-MDW (N.D. Ill.)

**Execution Copy**

# CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release is entered into between and among (1) the Named Plaintiffs, on behalf of themselves and as representatives of the Settlement Class and (2) Defendants The Coca-Cola Company ("TCCC"), fairlife, LLC ("fairlife"), Fair Oaks Farms, LLC ("FOF"), Mike McCloskey and Sue McCloskey ("the McCloskeys"), and Select Milk Producers, Inc. ("Select") in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendants alleged in the actions (as identified herein) comprising the multidistrict litigation proceeding known as *In re fairlife Milk Products Marketing and Sales Practices Litigation,* MDL No. 2909, Lead Case No. 1:19-cv-03924-RMD-MDW (N.D. Ill.), on the terms set forth below and to the full extent reflected herein.

## I. DEFINITIONS

Capitalized terms, as used throughout this agreement, have the meanings set forth below.

1. "Agreement" or "Settlement Agreement" means this Settlement Agreement and Release, including all exhibits hereto.

2. "Amended CCAC" means the Amended Consolidated Class Action Complaint filed with the Court in the Litigation.

3. "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is (a) submitted timely and in accordance with the directions on the Claim Form and the provisions of this Agreement; (b) is fully completed and executed by the Settlement Class Member under penalty of perjury and provides all required information (including, to the extent applicable, Valid Proof of Purchase); and (c) is approved for payment by the Claims Administrator pursuant to the terms of this Agreement.

4. "ARM" means the Animal Recovery Mission.

5. "Attorneys' Fees and Costs" means the total award of attorneys' fees, costs, and expenses sought by Class Counsel and allowed by the Court.

6. "Auditor" means the qualified third party appointed by the Court to, in accordance with the Stipulated Injunction, carry out the responsibilities set forth in Section VI to audit the U.S. Select farms supplying fairlife milk.

7. "Audit Costs" means the fees and costs paid to the Auditor to perform the Auditor's duties and to carry out the audits required by the Stipulated Injunction. The Audit Costs shall be borne by Defendants.

8. "CAFA Notices" means the notice of this Settlement to be served or caused to be served by Defendants upon State and Federal regulatory authorities as required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

9. "Cash Award" means the cash payment(s) to Settlement Class Members pursuant to Section V.

10. "Claims" means the act of requesting a Cash Award. To make a Claim, Settlement Class Members must timely complete and submit a Claim Form as described in the Settlement Agreement.

11. "Claim Deadline" means ninety days (90) days after the Fairness Hearing as scheduled in the Preliminary Approval Order, which date shall be specified in the Class Notice.

12. "Claim Form" means the claim form that Settlement Class Members must complete and submit on or before the Claim Deadline to be eligible for the benefits described herein, which document shall be substantially in the form of Exhibit A hereto. The Claim Form shall require a sworn signature under penalty of perjury, but shall not require a notarization or any other form of

verification. No more than one claim per household shall be submitted or allowed as an Approved Claim.

13. "Claim Period" means the time in which the Settlement Class may file Claim Forms, up to and including the Claim Deadline.

14. "Claimant" means a purchaser of any Covered Product who submits a Claim Form, limited to no more than one Claim Form per household.

15. "Claims Administrator" means Epiq Class Action & Claims Solutions, Inc., who was selected by Class Counsel and Defense Counsel after a competitive bidding process to work at their direction to administer specific components of the Settlement, including the oversight of publication of Class Notice, maintaining the Settlement Website, processing of Claim Forms in connection with this Settlement, and ensuring that Cash Awards are paid from the Escrow Account.

16. "Class Action Complaint" means the June 25, 2020 complaint filed on behalf of certain plaintiffs not named in the Consolidated Class Action Complaint, denominated as a related case to the Litigation, and captioned *Cantwell et al. v. The Coca-Cola Company et al.*, 1:20-cv-03739 (N.D. Ill.).

17. "Class Counsel" means Amy E. Keller of DiCello Levitt Gutzler LLC, Melissa S. Weiner of Pearson, Simon & Warshaw, LLP, and Michael R. Reese of Reese LLP.

18. "Class Member Payment List" means the list of Settlement Class Members who have been determined by the Claims Administrator to be eligible to receive Cash Awards.

19. "Class Notice" means the Court-approved forms of notice to Settlement Class Members, in substantially the same form as Exhibits B ("Published Notice") and C ("Official

Notice"), which will notify Settlement Class Members of the Preliminary Approval of the Settlement and the scheduling of the Fairness Hearing, among other things.

20. "Conditional Transfer Order" means the April 20, 2020 Order that the JPML entered to initiate the transfer of the *Honeycutt* Lawsuit to the Northern District of Illinois for coordinated or consolidated pre-trial proceedings with the Litigation before The Honorable Robert M. Dow, Jr.

21. "Consolidated Class Action Complaint" means the June 25, 2020 Consolidated Class Action Complaint Class Counsel filed on behalf of all actions transferred into the multidistrict litigation, 1:19-cv-03924 (N.D. Ill.), save for the *Honeycutt* Lawsuit, as defined herein.

22. "Court" means the United States District Court for the Northern District of Illinois.

23. "Covered Products" or "Covered Product" or "Milk Products" or "Milk Product" means the fairlife Milk Products and the FOF Milk Products. The Covered Products include without limitation the products listed on Exhibit D.

24. "CP" means fairlife Core Power Flavored High Protein Milk Shakes and all other products from fairlife's Core Power brand.

25. "*Cy Pres* Recipients" means (a) the U.S. Dairy Education & Training Consortium; and (b) The Center For Food Safety, each contingent upon approval by the Court. The Parties represent that neither they, nor their counsel, have any connection—professional or personal—with the *Cy Pres* Recipients.

26. "*Cy Pres* Contribution Amount" means amounts remaining in the Net Settlement Fund following payment of all amounts due to be distributed under this Agreement, including any maximum payment of Cash Awards and *pro rata* increase of Cash Awards. Without limiting the

foregoing, the *Cy Pres* Contribution Amount shall include all uncashed Cash Awards made by check.

27. "Days" means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday in the State of Illinois.

28. "Defendants" means TCCC, fairlife, FOF, the McCloskeys, and Select, collectively.

29. "Defense Counsel" means Defendants' respective attorneys at Latham & Watkins LLP, GoodSmith Gregg & Unruh LLP, and King & Spalding LLP, collectively.

30. "Deposit Amount" means the sum of three hundred fifty-three thousand eight hundred ninety-three dollars ($353,893.00), which amount Defendants shall pay or cause to be paid into the Escrow Account within ten (10) days after the Preliminary Approval Date to pre-pay certain of the Claims Administrator's fees and costs. Payment of the Deposit Amount shall constitute a credit in like amount against the Settlement Amount.

31. "Effective Date" means the first business day after which the Final Order and Judgment becomes a final, non-appealable judgment approving the Settlement Agreement in all respects, as more fully set forth in Section XVIII, below.

32. "Employees with Direct and Regular Animal Contact" means those persons employed by a Select Member Farm Supplier to fairlife whose jobs involve direct interaction with animals during at least twenty percent (20%) of working hours.

33. "Escrow Account" means the separate, interest-bearing escrow account to be established by the Settlement Administrator under the terms agreed upon with Class Counsel and Defense Counsel. The costs of administering and maintaining the Escrow Account shall be paid from the Settlement Amount.

34. "ESI Order" means an order regarding discovery of electronically stored information.

35. "fairlife" means fairlife, LLC.

36. "fairlife Milk Products" means all milk and dairy products, including ultra-filtered milk, protein shakes, creamers, beverages, yogurt, and ice cream produced, processed, marketed and/or sold by fairlife at any time up to and including the Preliminary Approval Date. The fairlife Milk Products include, without limitation, UFM and CP products.

37. "Fairness Hearing" means the hearing conducted by the Court to determine whether to approve this Settlement and to determine the fairness, adequacy, and reasonableness of this Settlement.

38. "FARM" means Farmers Assuring Responsible Management.

39. "Final," when referring to a judgment or order, means: (a) the judgment is a final, appealable judgment; and (b) either (i) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (ii) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions or rehearing or re-argument, petitions for rehearing *en banc,* petitions for writ of *certiorari,* or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects.

40. "Final Order and Judgment" means the order defined in Section XVI, except that any enhancement or reduction to an award of Attorneys' Fees and Costs, or to Service Awards shall not constitute a material alteration.

41. "FOF" means Fair Oaks Farms, LLC, an Indiana limited liability company.

42. "FOF Milk Products" means all fluid milk products (including all flavors, fat contents, and container sizes), produced, processed, marketed and/or sold by FOF and/or any of its wholly-owned affiliated entities (including but not limited to Farmers Foods LLC) at any time up to and including the Preliminary Approval Date. The FOF Milk Products include but are not limited to milk, yogurt, ice cream, butter, and eggnog.

43. "*Honeycutt* Complaint" means the March 12, 2020 class action complaint filed by Paula Honeycutt in the Northern District of Indiana against FOF, 2:20-cv-00099 (N.D. Ind.).

44. "*Honeycutt* Lawsuit" means the pending litigation related to the *Honeycutt* Complaint.

45. "JPML" means the Judicial Panel on Multidistrict Litigation.

46. "Litigation" means: (i) the actions comprising the multidistrict litigation proceeding known as *In re fairlife Milk Products Marketing and Sales Practices Litigation*, MDL No. 2909, Lead Case No. 1:19-cv-03924-RMD-MDW (N.D. Ill.) including: (a) *Michael v. fairlife, et al*., Case No. 1:19-cv-03924 (N.D. Ill., filed June 11, 2019); (b) *Schwartz, et al. v. fairlife, et al*., Case No. 1:19-cv-03929 (N.D. Ill., filed June 12, 2019); (c) *Salzhauer v. The Coca-Cola Company, et al*., Case No. 1:19-cv-02709 (N.D. Ga., filed June 13, 2019); (d) *Sabeehullah, et al. v. fairlife, et al*., Case No. 2:19-cv-00222 (N.D. Ind., filed June 17, 2019); (e) *Henderson v. The Coca-Cola Company, et al*., Case No. 1:19-cv-11953 (D. Mass., filed Sept. 13, 2019); (f) *Ngai v. fairlife, et al*., Case No. 2:19-cv-08148 (C.D. Cal., filed Sept. 19, 2019); (g) *Abowd v. fairlife, et al*., Case

No. 1:19-cv-04009 (S.D. Ind., filed Sept. 24, 2019); and (h) *Olivo v. The Coca-Cola Company, et al*., Case No. 2:19-cv-08302 (C.D. Cal., filed Sept. 25, 2019); (ii) the Consolidated Class Action Complaint; and (iii) following the filing of the Amended CCAC, the Amended CCAC, including the actions comprising the Consolidated Class Action Complaint, the Class Action Complaint, and the *Honeycutt* Complaint.

47. "McCloskeys" means Mike McCloskey and Sue McCloskey, collectively.

48. "Mediator" means the Honorable Wayne R. Andersen (Ret.), a retired United States District Judge for the Northern District of Illinois, who currently serves as a Mediator for JAMS in complex litigation matters and who has extensive experience mediating and resolving complex class action lawsuits like the Litigation.

49. "Mediator's Settlement Recommendation" means the November 7, 2021 recommendation provided by the Mediator to resolve the Litigation, the *Honeycutt* Lawsuit, and all related disputes.

50. "Monitor" means the qualified third party selected by the Parties and approved and appointed by the Court to carry out the responsibilities set forth in Section VII to monitor compliance with the Stipulated Injunction.

51. "Monitor Communications" means the information contained in the audits, the materials provided to the Monitor, communications with the Monitor, and other communications and reports discussed in Sections VI and VII.

52. "Monitor Costs" means the fees and costs paid to the Monitor to perform the Monitor's duties required by the Stipulated Injunction. The Monitor Costs shall be borne by Defendants.

53. "Named Plaintiffs" means all plaintiffs named in the Amended CCAC. These persons are Terri Birt; Carol Cantwell; Debra French; Karai Hamilton; Henry Henderson; Paula Honeycutt; Michelle Ingrodi; Jae Jones; Nabil Khan; Kaye Mallory; Christina Parlow; Cindy Peters; Jenny Rossano; David Rothberg; Eliana Salzhauer; Connie Sandler; Diana Tait; Demetrios Tsiptsis; and Arnetta Velez.

54. "Net Settlement Fund" means the Settlement Amount minus any Court-approved Attorneys' Fees and Costs, Service Awards, and Notice and Administrative Costs.

55. "Notice and Administrative Costs" means the reasonable and authorized costs and expenses of publishing and disseminating the Published Notice and making available the Official Notice in accordance with the Preliminary Approval Order, including the Deposit Amount and any and all other reasonable and approved costs to carry out the approved Class Notice Program, as well as all reasonable and authorized costs and expenses incurred by the Claims Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with assisting Settlement Class Members, processing claims, escrowing funds, issuing and mailing Cash Awards, paying Taxes and Tax Expenses, and other reasonable and authorized fees and expenses of the Claims Administrator. Notice and Administrative Costs shall also include, subject to mutual agreement by the Parties, recommended reasonable and best efforts by the Claims Administrator to stimulate and maximize the claims rate for the Settlement Class to ensure that the maximum amount of the Net Settlement Fund goes to the Settlement Class as possible.

56. "Notice Date" means the first day on which the Claims Administrator or its designee publishes or otherwise disseminates the Published Notice, which shall be no later than thirty (30) days after the Preliminary Approval Date.

57. "Opt-Out" shall refer to a member of the Settlement Class who properly and timely submits a request for exclusion from the Settlement Class as set forth in Section XII. An Opt-Out may rescind a request for exclusion by timely submitting a Claim Form to the Claims Administrator to obtain benefits of the Settlement.

58. "Opt-Out List" shall refer to the list compiled by the Claims Administrator pursuant to Section XII, Paragraph 12, identifying those members of the Settlement Class who properly opt out.

59. "Opt-Out and Objection Date" means the date by which a request for exclusion must be sent (and, if submitted online, verified) to the Claims Administrator in order for a Settlement Class Member to be excluded from the Settlement Class, and the date by which Settlement Class Members must file objections with the Court, if any, to the Settlement. The Opt-Out and Objection Date shall be one hundred and twenty days (120) after the Preliminary Approval Date.

60. "Parties" means the Named Plaintiffs and the Defendants. The Named Plaintiffs shall be referred to as one "Party" with Defendants being the other "Party."

61. "Person" means an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual's or entity's spouse, heirs, predecessors, successors, representatives, and assignees.

62. "Preliminary Approval Date" means the date the Preliminary Approval Order has been executed and entered by the Court.

63. "Preliminary Approval Order" means the order by which the Court directs Notice be issued to the Settlement Class after reviewing information sufficient to enable the Court to

determine whether to provide notice of the proposed Settlement, which is attached hereto without material alteration as Exhibit E.

64. "Protective Order" means the Stipulated Protective Order Regarding Confidentiality entered by the Court at Docket Entry 104 on July 8, 2020, in Case No. 1:19-cv-03924-RMD-MDW (N.D. Ill.).

65. "Release" means the release and discharge, as of the Effective Date, by the Named Plaintiffs and all Settlement Class Members (and their respective successors and assigns) who have not excluded themselves from the Settlement Class of the Released Persons (defined below) of and from all Released Claims (defined below). The release shall include the agreement and commitment by the Named Plaintiffs and all Settlement Class Members to not now or hereafter initiate, maintain, or assert against the Released Persons or any of them any of the Released Claims, whether in the Litigation or in any other court action or before any administrative body (including any regulatory entity or organization), tribunal, arbitration panel, or other adjudicating body.

66. "Released Claims" means any and all claims, actions, causes of action, rights, demands, suits, debts, liens, contracts, agreements, offsets, or liabilities, whether known or unknown, legal, equitable, or otherwise, that were asserted or could have been asserted in the Litigation, including, but not limited to, tort claims, claims for breach of express warranty, breach of implied warranty, breach of contract, breach of the duty of good faith and fair dealing, unjust enrichment, breach of statutory duties, actual or constructive fraud, misrepresentations, fraudulent inducement, fraudulent concealment, statutory and consumer fraud, breach of fiduciary duty, unfair business or trade practices, restitution, rescission, compensatory and punitive damages, injunctive or declaratory relief, attorneys' fees, interests, costs, penalties, claims relating to the alleged mislabeling of Covered Products and/or the alleged abuse or mistreatment of animals under

any theory of recovery, and any other claims, whether known or unknown, alleged or not alleged in the Litigation, suspected or unsuspected, contingent or matured, under federal, state or local law, which the Named Plaintiffs and/or any Settlement Class Member had, now have or may in the future up to the Preliminary Approval Date with respect to any conduct, act, omissions, facts, matters, transactions, or oral or written statements or occurrences on or prior to the Preliminary Approval Date arising from or relating to claims pertaining to the Covered Products as asserted, or that could have been asserted in the Litigation, including, without limitation, any allegation or assertion that Defendants made false and deceptive representations and warranties and omitted material information about the Covered Products or the manner in which the Covered Products were produced, as asserted in the Litigation by the Named Plaintiffs and/or the Settlement Class Members including, without limitation, causes of action for express warranty, unjust enrichment, and violations of Georgia's Uniform Deceptive Trade Practices Act, Georgia's Fair Business Practices Act of 1975, the Illinois Consumer Fraud and Deceptive Business Practices Act, the Illinois Uniform Deceptive Trade Practices Act, the Indiana Deceptive Consumer Sales Act, California's Consumers Legal Remedies Act, California's False Advertising Law, California's Unfair Competition Law, the Connecticut Unfair Trade Practice Act, the Florida Deceptive and Unfair Trade Practices Act, Maryland's Consumer Protection Act, the Massachusetts Consumer Protection Act, the Michigan Consumer Protection Act, the Missouri Merchandising Practices Act, Minnesota's Prevention of Consumer Fraud Act, Minnesota's Unlawful Trade Practices Act, Minnesota's Uniform Trade Practices Act, Minnesota's False Statement in Advertisement Act, New York's Consumer Protection from Deceptive Acts and Practices Act, Pennsylvania's Unfair Trade Practices and Consumer Protection Law, Texas's Deceptive Trade Practices-Consumer Protection Act, the Virginia Consumer Protection Act of 1977, the Wisconsin Prohibition on

Unfair Methods of Competition, and similar claims under the false advertising, consumer protection, and/or deceptive trade practices acts and common law and statutory law of any jurisdiction within the U.S., including federal, state, or local law.

67. "Released Persons" means Defendants, their respective affiliates and members (including, in the case of Select, the individual member farms comprising the Select cooperative), and Defendants' and Defendants' respective affiliates' and members' respective past, present and future predecessors, successors, assigns, parents, subsidiaries, affiliates, joint venturers, partnerships, limited liability companies, corporations, unincorporated entities, divisions, groups, directors, officers, shareholders, members, employees, partners, agents, insurers, reinsurers, co-insurers, and attorneys.

68. "Releasing Persons" means the Named Plaintiffs, on behalf of themselves and all Settlement Class Members who have not excluded themselves from the Settlement Class, each of the Settlement Class Members who have not excluded themselves from the Settlement Class, and the respective heirs, administrators, representatives, agents, partners, successors, and assigns of each of the Named Plaintiffs and the Settlement Class Members who have not excluded themselves from the Settlement Class.

69. "Select" means Select Milk Producers, Inc.

70. "Select Member Farm Supplier to fairlife" means the individual member farms in the Select cooperative that supply milk to fairlife during the one-year period covered by each annual audit conducted during the term of the Stipulated Injunction, except as provided in Sections VI(4)(h) and (i) below relating to transition periods and supply disruptions.

71. "Service Awards" means compensation for the Named Plaintiffs in the Litigation for their time and effort undertaken in this Litigation as defined in Section XIII, which shall be subject to Court approval.

72. "Settlement" means the settlement set forth in this Agreement.

73. "Settlement Amount" means the sum of twenty-one million U.S. dollars ($21,000,000.00), which shall be used to pay Cash Awards, Notice and Administration Costs (including the Deposit Amount), Attorneys' Fees and Costs, and Service Awards.

74. "Settlement Class" or "Class" means all Persons in the United States, its territories, and/or the District of Columbia who purchased, for personal use and not for resale, any Covered Product on or before the Preliminary Approval Date, subject to the exclusions set forth in Section III, Paragraph 1(i)-(v) below. Defendants agree to certification of a Class for settlement purposes only and deny that any such Class could otherwise be properly certified.

75. "Settlement Class Member" means a Person who falls within the definition of the Settlement Class set forth in Section III, Paragraph 1.

76. "Settlement Website" means the website dedicated to the settlement to be created and maintained by the Claims Administrator, which will contain relevant documents and information and shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the settlement; (iii) copies of the Settlement Agreement, the Class Notices, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including Co-Lead Class Counsel's Motion for Approval of Attorneys' Fees, Cost, and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically.

77. "Settling Parties" means, collectively, the Released Persons, the Releasing Persons, and all Settlement Class Members.

78. "Stipulated Injunction" means the terms of the Settling Parties' agreed-upon injunctive relief set forth in Exhibit F attached hereto.

79. "Taxes" shall mean all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Escrow Account.

80. "Tax Expenses" shall mean expenses and costs incurred in connection with the operation and implementation of the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns).

81. "TCCC" means The Coca-Cola Company.

82. "UFM" means ultra-filtered milk.

83. "Valid Proof of Purchase" means verifiable documentation of a transaction that reflects the purchase of one or more Covered Products on or before the Preliminary Approval Date. Examples may include but are not limited to store receipts, milk bottles, or any other contemporaneous record of purchase that is objectively verifiable.

84. "Validus" means Validus Verification Services.

85. "VCPR" means Veterinarian-Client-Patient Relationship.

86. The plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be.

## II. RECITALS

1. Beginning in June 2019, eight class action complaints were filed against one or more of Defendants in various federal courts around the country. Each of these lawsuits alleged generally that: one or more of Defendants falsely labeled and marketed certain fairlife Milk

Products as dairy products produced from cows which were treated humanely; the Named Plaintiffs relied on that labeling and marketing and paid a premium therefor based upon those representations in purchasing the fairlife Milk Products; the cows producing the fairlife Milk Products were not treated humanely; the Named Plaintiffs would not have purchased the fairlife Milk Products and/or would not have paid a premium had they known that the cows were not treated humanely; and the Named Plaintiffs were thereby damaged. The allegations relied on, among other things, video footage and reports produced by ARM that purported to show animal abuse at one or more of the farms supplying milk to fairlife. The lawsuits asserted claims for, *inter alia,* breach of express and implied warranty, unjust enrichment, common law fraud, intentional and negligent misrepresentation, and violations of certain state consumer protection, false advertising, and unfair competition statutes.

2. Defendants each deny each and every allegation of wrongdoing, liability, and damages asserted in the Litigation, including each separate action; deny that they have engaged in any wrongdoing whatsoever; deny that they made any false and/or misleading representations or omitted any material information about the fairlife Milk Products; deny that they treated the cows involved in the production of fairlife Milk Products inhumanely; deny that the Named Plaintiffs and the putative classes were overcharged or paid a premium as a result of any conduct alleged against Defendants; and deny that any of the lawsuits can properly be maintained as a class action.

3. On October 2, 2019, and in subsequent related orders, the JPML transferred the following cases for coordinated and consolidated pre-trial proceedings to the United States District Court for the Northern District of Illinois (the "Court") before the Honorable Robert M. Dow, Jr: (a) *Michael v. fairlife, et al.*, Case No. 1:19-cv-03924 (N.D. Ill., filed June 11, 2019); (b) *Schwartz, et al. v. fairlife, et al.*, Case No. 1:19-cv-03929 (N.D. Ill., filed June 12, 2019); (c) *Salzhauer v.*

*The Coca-Cola Company, et al.*, Case No. 1:19-cv-02709 (N.D. Ga., filed June 13, 2019); (d) *Sabeehullah, et al. v. fairlife, et al.*, Case No. 2:19-cv-00222 (N.D. Ind., filed June 17, 2019); (e) *Henderson v. The Coca-Cola Company, et al.*, Case No. 1:19-cv-11953 (D. Mass., filed Sept. 13, 2019); (f) *Ngai v. fairlife, et al.*, Case No. 2:19-cv-08148 (C.D. Cal., filed Sept. 19, 2019); (g) *Abowd v. fairlife, et al.*, Case No. 1:19-cv-04009 (S.D. Ind., filed Sept. 24, 2019); (h) *Olivo v. The Coca-Cola Company, et al.*, Case No. 2:19-cv-08302 (C.D. Cal., filed Sept. 25, 2019). The resulting multidistrict litigation was captioned *In re fairlife Milk Products Marking and Sales Practices Litigation,* MDL No. 2909, Lead Case No. 1:19-cv-03924-RMD-MDW (N.D. Ill.).

4. On January 22, 2020, the Court appointed Amy E. Keller of DiCello Levitt Gutzler LLC, Melissa S. Weiner of Pearson, Simon & Warshaw, LLP, and Michael R. Reese of Reese LLP as Co-Lead Interim Counsel on behalf of the putative classes.

5. On February 20, 2020, Class Counsel and Defendants submitted a Joint Status Report outlining Class Counsel's plans to file a consolidated amended complaint as well as initial plans for electronic discovery and the filing of a proposed protective order.

6. On March 12, 2020, Paula Honeycutt filed the *Honeycutt* Complaint in the Northern District of Indiana against Fair Oaks Farms Food, LLC, a wholly-owned affiliate of FOF. Ms. Honeycutt alleged that FOF falsely labeled and marketed certain FOF Milk Products as dairy products produced from cows that were treated humanely; that Ms. Honeycutt relied on that labeling and marketing and paid a premium based upon those representations in purchasing the FOF Milk Products; that the cows producing the FOF Milk Products were not treated humanely; that Ms. Honeycutt would not have purchased the FOF Milk Products and would not have paid a premium had she known the cows were not treated humanely; and that Ms. Honeycutt was thereby damaged. The allegations relied on, among other things, the same ARM video footage and reports

that was the basis for the Litigation. The *Honeycutt* Complaint asserted claims for violation of the Indiana Deceptive Trade Practices Act and nationwide claims for fraud, unjust enrichment, negligent misrepresentation, and breach of express and implied warranty regarding the purchase of FOF Milk Products.

7. On April 20, 2020, the JPML entered the Conditional Transfer Order initiating the transfer of the *Honeycutt* Lawsuit to the Northern District of Illinois for coordinated or consolidated pre-trial proceedings with the Litigation before Judge Dow.

8. On April 27, 2020, Ms. Honeycutt filed a Notice of Opposition to the JPML's Conditional Transfer Order of the *Honeycutt* Lawsuit.

9. On May 18, 2020, Class Counsel and Defendants submitted a Joint Status Report in the Litigation agreeing to a proposed schedule for filing: (i) an amended consolidated complaint, (ii) the Protective Order, and (iii) the ESI Order.

10. On June 25, 2020, Class Counsel filed: (i) the Consolidated Class Action Complaint in the Litigation on behalf of all actions transferred into the multidistrict litigation, 1:19-cv-03924 (N.D. Ill.) ("Consolidated Class Action Complaint"); and (ii) (in light of no agreement on a direct filing order for the purpose of conferring subject matter jurisdiction) the Class Action Complaint, on behalf of certain plaintiffs not named in the Consolidated Class Action Complaint, denominated as a related case to the Litigation, and captioned *Cantwell et al. v. The Coca-Cola Company et al.*, 1:20-cv-03739 (N.D. Ill.). Both complaints asserted nationwide claims for breach of express warranty and unjust enrichment, as well as numerous additional state claims for the violations of certain consumer protection, false advertising, and unfair competition statutes.

11. On July 1, 2020, the Parties submitted a proposed protective order and ESI protocol to govern the discovery process in the Litigation.

12. On July 8, 2020, the Court entered a Protective Order (Dkt. 104) and an ESI Order (Dkt. 105) in the Litigation to govern the discovery process.

13. On August 5, 2020, the JPML denied Ms. Honeycutt's motion to vacate the Conditional Transfer Order and entered a Transfer Order transferring the *Honeycutt* Lawsuit to the Northern District of Illinois and assigning the case for coordinated or consolidated pre-trial proceedings with the Litigation before Judge Dow. Following transfer to the Court, the *Honeycutt* Lawsuit was assigned case number 1:20-cv-04647 (N.D. Ill.).

14. On August 12, 2020, Defendants filed an Unopposed Motion to Alter Defendants' Time to Respond to the Consolidated Class Action Complaint to extend Defendants' time to respond until September 14, 2020. In the Unopposed Motion, Defendants advised the Court that the Parties were in the process of seeking to schedule a mediation session with the Honorable Wayne R. Andersen (Ret.), a retired United States District Judge for the Northern District of Illinois, who currently serves as a Mediator for JAMS in complex litigation matters and who has extensive experience mediating and resolving complex class action lawsuits like the Litigation. The Parties further advised the Court that they anticipated they may need to request a further schedule modification depending upon the mediation schedule.

15. On August 14, 2020, the Court granted Defendants' unopposed motion to extend time and indicated that the Court supported the Parties' mutual interest in early settlement discussions and/or mediation and was receptive to reasonable further schedule modifications to accommodate those efforts.

16. On September 3, 2020, the Court held a status hearing at which the Parties updated the Court on the status of the proposed mediation with Judge Andersen and the Parties' intention

to proceed with an informal exchange of discovery and information as part of their settlement efforts.

17. On September 14, 2020, the Parties filed a Joint Motion to Extend Defendants' Deadline for Responding to the Consolidated Class Action Complaint. The Joint Motion recited the history of the Litigation and the *Honeycutt* Lawsuit, updated the Court on the proposed October 27 or October 28, 2020 date for a mediation session before Judge Andersen, and requested an order extending the deadline for Defendants to answer or otherwise respond to the Consolidated Class Action Complaint and the *Honeycutt* Complaint until sixty (60) days after the upcoming mediation session or sixty (60) days after the Plaintiffs filed an Amended Consolidated Complaint (should Plaintiffs seek to do so and be permitted by the Court to do so), whichever was later.

18. On September 15, 2020, the Court entered an Order granting the Parties' Joint Motion. The Court also directed the Parties to file a status report within a week after the upcoming mediation session advising the Court of: (a) the status of settlement discussions, (b) their positions on coordination and consolidation with regard to the *Honeycutt* Lawsuit, and (c) whether the deadline for Defendants to answer or otherwise respond should be further extended.

19. In advance of the October 28, 2020 mediation session, the Parties exchanged written discovery requests with one another and produced voluminous documents responsive thereto. Additionally, the Parties submitted mediation briefs to Judge Andersen in advance of the session.

20. On October 28, 2020, Judge Andersen convened a full-day mediation. In attendance were Class Counsel, counsel to Ms. Honeycutt, Defense Counsel, and counsel to certain of Defendants' insurers. At the mediation session, the Parties exchanged settlement positions and settlement demands through Judge Andersen. The Parties made progress discussing settlement

concepts and areas to be explored further to resolve the dispute. Based upon the progress made, the Parties and the Mediator agreed to reconvene another mediation session the following month in November 2020.

21. On November 20, 2020, Judge Andersen convened another full-day mediation session attended by Class Counsel, counsel to Ms. Honeycutt, Defense Counsel, and counsel to certain of Defendants' insurers. Prior to the November 20, 2020 mediation session, the Parties submitted additional settlement proposals and materials to Judge Andersen. The Parties made further progress during this mediation session but were not able to reach a settlement. Based upon the continuing progress, the Parties agreed to continue their settlement efforts before resuming active litigation.

22. Following the November 20, 2020 mediation session, the Parties continued to exchange settlement positions and settlement proposals as well as settlement discovery and information through Judge Andersen. The Parties regularly communicated through Judge Andersen via multiple rounds of letters and emails, including multiple settlement demands and counteroffers submitted by both sides.

23. On June 3, 2021, Judge Andersen convened another full-day mediation session attended by Class Counsel, counsel to Ms. Honeycutt, Defense Counsel, and counsel to certain of Defendants' insurers. In advance of the June 3, 2021 session, the Parties exchanged additional, informal mediation discovery, and provided Judge Andersen with additional statements of their settlement positions and supplemental mediation briefs. While the Parties made progress during this mediation session, they were not able to reach a settlement.

24. On July 8, 2021, Judge Andersen convened another full-day mediation session attended by Class Counsel, counsel to Ms. Honeycutt, Defense Counsel, and counsel to certain of

Defendants' insurers. In advance of the July 8, 2021 session, the Parties exchanged additional, informal mediation discovery and provided Judge Andersen with additional statements of their respective positions and supplemental mediation briefs. While the Parties again made progress at the session, they were not able to reach a resolution.

25. On July 15, 2021, the Court held a status hearing. The Parties updated the Court regarding the status of their settlement discussions, including that settlement discussions were continuing after the July 8, 2021 mediation session. The Court, in turn, entered an order requiring Defendants to answer or otherwise plead in response to the Consolidated Class Action Complaint by November 1, 2021 to "balance the interests of the parties' mediation efforts and the need to move the case forward if those efforts are not successful."

26. Following the July 15, 2021 status hearing before the Court, the Parties continued their settlement discussions through Judge Andersen. As part of their efforts, the Parties exchanged numerous settlement proposals and counter-proposals, as well as additional settlement discovery and information.

27. On September 30, 2021, the Court held a status hearing. The Parties advised the Court at the status hearing that they continued to make progress on resolving the Litigation through Judge Andersen's mediation efforts and that they believed a short extension to Defendants' responsive pleading deadline would increase the likelihood that a settlement would be reached. The Court, in turn, extended the responsive pleading deadline by six weeks to December 17, 2021.

28. On November 7, 2021, Judge Andersen provided the Mediator's Settlement Recommendation to the Parties to assist in the resolution of the Litigation, the *Honeycutt* Lawsuit, and all related disputes.

29. On November 17, 2021, at the Parties' request, the Mediator extended the date to accept the Mediator's Settlement Recommendation until November 23, 2021.

30. On November 23, 2021, the Parties accepted the Mediator's Settlement Recommendation.

31. The Parties promptly advised the Court of their acceptance of the Mediator's Settlement Recommendation. The Court, in turn, directed the Parties to file a briefing schedule for preliminary approval or joint status report to keep the Court updated as to a schedule for preliminary approval.

32. The Parties continued to negotiate open matters through Judge Andersen. Following further discussions, the Parties resolved all open matters.

33. Class Counsel have made a thorough investigation of the facts and circumstances surrounding the allegations asserted in the Consolidated Class Action Complaint, the Class Action Complaint, and in the *Honeycutt* Complaint and have engaged in, and continue to engage in, investigation and discovery of the claims asserted therein including confirmatory discovery.

34. The Named Plaintiffs and Class Counsel have examined the benefits to be obtained under the terms of this Agreement, have considered the substantial risks associated with the continued prosecution of the Litigation and the likelihood of success on the merits and believe that it is in the best interests of the Class as a whole that the claims asserted in the Litigation be resolved on the terms and conditions set forth in this Agreement. Class Counsel reached that conclusion after considering the factual and legal issues presented in the Litigation, the substantial benefits that Settlement Class Members will receive as a result of the Settlement, the substantial risks and uncertainties of continued litigation, the expense that would be necessary

to prosecute the Litigation through trial and any appeals that might be taken, and the likelihood of success at trial.

35. Defendants have denied, and continue to deny, each and every allegation of liability, wrongdoing, and damages. Defendants further deny that the Litigation, including any separate action, may properly be maintained as a class action except for settlement purposes. Nonetheless, without admitting or conceding any liability or damages whatsoever, without admitting any wrongdoing, and without conceding the appropriateness of class treatment for claims asserted in any current or future complaint (except for settlement purposes in the Litigation), Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement to avoid the substantial expense, inconvenience, burden, and disruption of continued litigation.

36. The Parties agree and understand that neither this Agreement nor the Settlement it represents shall be construed as an admission by Defendants (any or all of them) of any wrongdoing whatsoever, including, without limitation, any admission of any violation of any statute or law or any admission of liability based on any of the claims or allegations asserted in the Litigation.

37. The Parties agree and understand that neither this Agreement nor the settlement it represents shall be construed or admissible as an admission by Defendants in the Litigation or any other proceedings that the Named Plaintiffs' claims or any other similar claims are or would be suitable for class treatment if the Litigation proceeded through both litigation and trial.

38. The Parties desire to compromise and settle all issues and claims that have been brought or could have been brought against the Released Persons arising out of or related to the claims asserted in the Litigation.

## III. PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS

1. The Parties stipulate to certification, for settlement purposes only, of a Settlement Class defined as follows:

> All Persons in the United States, its territories, and/or the District of Columbia who purchased, for personal use and not for resale, any Covered Product on or before the Preliminary Approval Date.

Specifically excluded from the Settlement Class are the following persons:

(i) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members;

(ii) Class Counsel;

(iii) The judges who have presided over the Litigation;

(iv) Local, municipal, state, and federal governmental agencies; and

(v) All persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

2. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate to the Court entering an order preliminarily certifying the Settlement Class, appointing the Named Plaintiffs as representatives of the Settlement Class, and appointing the following as Class Counsel for the Settlement Class:

Amy E. Keller
DiCello Levitt Gutzler LLC
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: (312) 214-7900

Michael R. Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

Melissa S. Weiner
Pearson, Simon & Warshaw, LLP
800 LaSalle Avenue, Suite 2150
Minneapolis, Minnesota 55402
Telephone: (612) 389-0600

3. Solely for the purpose of implementing this Agreement and effectuating the Settlement, the Parties stipulate that Epiq Class Action & Claims Solutions, Inc. will be appointed as Claims Administrator.

4. Solely for the purpose of implementing this Agreement and effectuating the Settlement, Defendants stipulate that the Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

## IV. SETTLEMENT FUND

1. Settlement Payment. Pursuant to the terms and conditions set forth below, and in consideration of the promises, agreements, and undertaking of the Named Plaintiffs and Settlement Class set forth herein, Defendants agree to pay or cause to be paid the Settlement Amount into the Escrow Account. Payment of the Settlement Amount shall be "ALL-IN" and in full satisfaction of all Settlement costs including, without limitation, Cash Awards, the Deposit Amount, Notice and Administration Costs, Attorneys' Fees and Costs, and Service Awards. In no event shall Defendants be obligated to contribute any amount in excess of the Settlement Amount to satisfy their Settlement payment obligations under this Agreement; provided, however, the Parties agree that the Settlement Amount shall not be used to pay the costs of implementation or oversight of the Stipulated Injunction, which costs shall be borne by Defendants.

2. Establishment of Escrow Account. Within ten (10) days after the Preliminary Approval Date, Defendants will pay, or cause to be paid, the Deposit Amount into the Escrow Account. Within thirty (30) days after the Effective Date, Defendants will wire transfer, or cause to be wire transferred, ten million dollars ($10,000,000) of the Settlement Amount to the Escrow Account. Within sixty (60) days after the Effective Date, Defendants will wire transfer, or cause to be wire transferred, to the Escrow Account the outstanding balance of the Settlement Amount, *i.e.*, the Settlement Amount less the amounts previously paid by Defendants including the ten

million dollar ($10,000,000) payment, the Deposit Amount, and any other amounts previously advanced by Defendants to the Claims Administrator for Notice and Administrative Costs. Any interest that accrues on the Settlement Amount in the Escrow Account shall be added to the Settlement Amount.

3. Cash Awards to Settlement Class Members. In accordance with the terms of this Agreement, the Claims Administrator will distribute the Net Settlement Fund to Settlement Class Members who submit Approved Claims and have not submitted a valid and timely request for exclusion from the Settlement Class. Claimants may submit no more than one (1) Claim Form per household as follows:

a. Claim Form. To make a Claim under the terms of this Agreement, Settlement Class Members must submit, during the Claim Period, a Claim Form substantially similar to the Claim Form attached hereto as Exhibit A. The Parties shall work with the Claims Administrator to ensure that the Claim Form is easy to understand and complete, that the Claim Form is offered in multiple languages consistent with guidance from the Federal Judicial Center's *Managing Class Action Litigation: A Pocket Guide for Judges*, and that the Claim Form is adapted to online use. The Claim Form will include a drop-down menu that allows Claimants to make claims, subject to the amount limits described below, for Cash Awards equal to twenty-five percent (25%) of the average retail purchase price of their Covered Product purchases made on or before the Preliminary Approval Date. The drop-down menu will include information regarding the Covered Products and the average retail purchase prices of the Covered Products. Claimants shall use the drop-down menu to identify the types and number of Covered Products they purchased on or before the Preliminary Approval Date. The electronic Claim Form will automatically calculate the potential Cash Award based upon twenty-five percent (25%) of the average retail purchase

prices of the types and number of Covered Products the Claimant purchased on or before the Preliminary Approval Date. The average retail purchase prices of the Covered Products used in the calculation of Cash Awards shall be equal to the average retail purchase prices of Covered Products previously determined by the Parties and set forth on the Claim Form. All Claimants will be required to execute the Claim Form under penalty of perjury, affirming that they made the claimed purchases of Covered Products as determined by the Parties.

b. Cash Award Amounts.

i. Claimants without Valid Proof of Purchase. Claimants without Valid Proof of Purchase shall be eligible to receive a Cash Award equal to twenty-five percent (25%) of the average retail purchase price of their purchases of Covered Products on or before the Preliminary Approval Date subject to a maximum Cash Award of twenty dollars ($20.00).

ii. Claimants with Valid Proof of Purchase. Claimants with Valid Proof of Purchase shall be eligible to receive a Cash Award equal to twenty-five percent (25%) of the average retail purchase price of their purchases of Covered Products on or before the Preliminary Approval Date subject to a maximum Cash Award of eighty dollars ($80.00).

iii. Claimants' Right to Submit A Claim Form Without Valid Proof of Purchase and With Valid Proof of Purchase. Claimants may submit a Claim Form seeking a Cash Award without a Valid Proof of Purchase and with a Valid Proof of Purchase. Claimants submitting a Claim Form seeking a Cash Award for purchases of Covered Products on or before the Preliminary Approval Date without a Valid Proof of Purchase and with a Valid Proof of Purchase shall be eligible to receive a Cash Award equal to: (a) twenty-five percent (25%) of the average retail purchase price without Valid Proof of Purchase of their purchases of Covered Products on or before the Preliminary Approval Date subject to a maximum Cash Award of twenty

dollars ($20.00), plus (b) twenty-five percent (25%) of the average retail purchase price with Valid Proof of Purchase of their purchases of Covered Products on or before the Preliminary Approval Date subject to a maximum Cash Award of eighty dollars ($80.00). In total, the maximum Cash Award that Claimants may be eligible to receive without Valid Proof of Purchase and with Valid Proof of Purchase combined is one hundred dollars ($100.00).

4. Claim Submission. Any Settlement Class Member who wishes to submit a claim must timely complete, sign (by hard copy or electronic signature), and submit a Claim Form and provide the Claims Administrator with all requested information (including, to the extent applicable, Valid Proof of Purchase). Claimants shall complete an electronic Claim Form, substantially in the form of Exhibit A hereto, that will include a drop-down menu that allows Claimants to make claims, subject to the individual limits described above, for Cash Awards equal to twenty-five percent (25%) of the average retail purchase price of their purchases of Covered Products on or before the Preliminary Approval Date. If submitted by U.S. Mail, the Claim Form must be postmarked no later than the Claim Deadline. If submitted on-line or via electronic mail, the Claim Form must be received no later than the Claim Deadline. All Claim Forms shall be submitted to the Claims Administrator under penalty of perjury.

5. Claim Review. The Claims Administrator shall review and evaluate each Claim Form, including any Valid Proof of Purchase submitted therewith, for validity, timeliness, and completeness. Failure to provide all information requested on the Claim Form will not result in immediate denial or nonpayment of a Claim. Instead, the Claims Administrator will take reasonable and customary steps to notify the Claimant of the Claim deficiency, including but not limited to, written e-mail notification when possible, requesting the additional information necessary to demonstrate eligibility. If, in the determination of the Claims Administrator, the

Claimant completes a timely but incomplete Claim Form (e.g., the Claim Form is not signed; there is no Valid Proof of Purchase when it appears the Claimant intended to provide one or more Valid Proofs of Purchase; or there is an inadequate Valid Proof of Purchase), the Claims Administrator will take such steps to notify the Claimants of the Claim deficiency within thirty (30) days after the Claim Deadline or within thirty (30) days of receipt of a timely postmarked response, whichever is later. To cure the deficiency, the Claim Form deficiency response must be submitted via the online claim portal or postmarked within thirty (30) days after the mailing date of the notice of defect by the Claims Administrator and must cure the core defect of the Claim or the Claim will be denied. If the Claimant cures the deficiencies identified by the Claims Administrator within the thirty (30) day period following notice by the Claims Administrator, and the Claims Administrator thereafter determines that the Claimant's Claim is complete and valid, the Claims Administrator shall include the Claimant in the Class Member Payment List. Claim Forms shall be reviewed and evaluated for deficiencies in the order in which they are received, to the extent practicable. Class Counsel and Defense Counsel shall have the right to review the Claim files of the Claims Administrator at any time. The Claims Administrator shall have the right to confer with Class Counsel and Defense Counsel with respect to any Claim.

6. Fraudulent or Suspicious Claims. If the Claims Administrator suspects fraud or misleading conduct with respect to any Claim, then the Claims Administrator will immediately bring the Claim to the attention of Class Counsel and Defense Counsel, who shall meet and confer with the Claims Administrator concerning the Claim, including whether the Claim should be denied. Class Counsel and Defense Counsel reserve the right to bring the Claim to the attention of the Court.

7. Defendants' Dealings with Settlement Class Members. If contacted during the Claim Period regarding this Settlement Agreement or a Claim by a Settlement Class Member or a Claimant regarding this Settlement, Defendants will use reasonable efforts to refer that Person to the Claims Administrator by providing to that Person the name of the Claims Administrator, the domain name of the Settlement Website, and the established toll-free number regarding the settlement.

8. Distribution to Eligible Claimants. The Claims Administrator shall begin paying timely, valid, and Approved Claims within the later of sixty (60) days after the Effective Date or sixty (60) days after all potential invalid claims discussed above in Section IV, Paragraph 5 have been resolved, whichever is later. The Claims Administrator shall provide Claimants with options to receive Cash Awards that will maximize how the Net Settlement Fund is distributed to the Settlement Class, including offering payment by electronic means to the extent possible. Settlement Payments issued by check will remain valid for 180 days, and such expiration period shall be printed on the face of each check. Settlement Class Members shall not be entitled to request a reissued check after expiration of the 180-day period. Cash Awards issued by check will be deemed void once the 180-day period expires.

## V. PLAN OF ALLOCATION OF CASH AWARDS

1. No later than sixty (60) calendar days after all deadlines for correcting deficiencies pursuant to Section IV, Paragraph 5 have passed, the Claims Administrator will provide to Class Counsel and Defense Counsel a report containing all of the following:

a. The total number of Claims filed and the total number of Approved Claims.

b. The total aggregate Cash Award amount calculated for all Approved Claims without Valid Proof of Purchase.

c. The total aggregate Cash Award amount calculated for all Approved Claims with Valid Proof of Purchase.

d. The total aggregate Cash Award amount calculated for all Approved Claims both without Valid Proof of Purchase and with Valid Proof of Purchase.

e. The total aggregate Cash Award amount calculated for all Approved Claims (collectively the "Calculated Cash Award Total"), which amount shall be equal to the sum of the total aggregate Cash Award amounts set forth in V.1 (b), (c), and (d); and

f. The amount of the Net Settlement Fund.

2. If the Calculated Cash Award Total exceeds the Net Settlement Fund, then each Cash Award shall be proportionately reduced on a *pro rata* basis to exhaust the Net Settlement Fund.

3. If the Net Settlement Fund is greater than the Calculated Cash Award Total, then each Cash Award shall be proportionately increased on a *pro rata* basis, up to a total Cash Award amount equal to four (4) times the Cash Award amount prior to the increase or until the Net Settlement Fund is exhausted, whichever occurs first.

4. The Parties agree that any public statement relating to any Cash Award available under the Settlement shall be limited to the terms and content of the Official Notice.

## VI. INJUNCTIVE AND EQUITABLE RELIEF

1. Stipulated Injunction. Defendants agree to the entry of the Stipulated Injunction. The proposed form of the Stipulated Injunction is attached as Exhibit F hereto. The Defendants shall pay or cause to be paid the amounts necessary to adopt and perform the practices required by the Stipulated Injunction. No portion of the Settlement Amount shall be used to pay for the costs of the Stipulated Injunction.

2. Term of Stipulated Injunction. The Stipulated Injunction shall have a three (3) year term, which shall commence on the date on which the Final Approval and Judgment becomes Final.

3. Third-Party Audit of Select Member Farm Suppliers to fairlife. An independent third-party auditor mutually agreed upon by both sides (the parties agree Validus is mutually acceptable) will conduct annual audits, during the term of the Stipulated Injunction, of each Select Member Farm Supplier to fairlife that supplies milk to fairlife during the one-year period covered by the annual audit, except as provided in Sections VI(4)(h) and (i) below relating to transition periods and supply disruptions. The audits shall determine whether each such Select Member Farm Supplier to fairlife substantially complies with the following obligations:

a. Subject to its obligations under local, state, and federal law (and in the case of existing employees, subject to the consent of such employee), each such Select Member Farm Supplier to fairlife shall conduct preliminary criminal background screenings on all Employees with Direct and Regular Animal Contact. Each such Select Member Farm Supplier to fairlife shall also institute a policy barring the hiring of individuals with criminal records for animal abuse or animal cruelty into positions that would involve Direct and Regular Animal Contact.

b. Each such Select Member Farm Supplier to fairlife shall provide animal welfare training to all Employees with Direct and Regular Animal Contact. Such training will consist of instructions and guidance regarding proper and safe animal handling in accordance with the training standards established by Farmers Assuring Responsible Management ("FARM"). Such training will be available in English and Spanish. Each such Select Member Farm Supplier to fairlife shall also provide each such employee with annual animal welfare refresher training in accordance with FARM standards. Such training shall focus on topics such as animal handling

(all such Employees with Direct and Regular Animal Contact), as well as down cattle care, euthanasia, calf care, and/or fitness for transport as applicable for those employees who have such responsibilities.

c. Each such Select Member Farm Supplier to fairlife shall provide cooperation to law enforcement relating to the prosecution of any farm employee charged with acts of animal cruelty or criminal neglect.

d. Each such Select Member Farm Supplier to fairlife shall have a written Veterinarian-Client-Patient Relationship ("VCPR") that is signed by the farm owner/manager and Veterinarian of Record annually.

e. Each such Select Member Farm Supplier to fairlife shall maintain a written herd health plan, as approved no less frequently than annually by each such farm's Veterinarian of Record.

f. Each Veterinarian of Record or such licensed veterinarian designated by the Veterinarian of Record for each such Select Member Farm Supplier to fairlife shall make regular welfare visits to each such farm. The frequency of farm visits shall be determined by the Veterinarian of Record based on his or her professional judgment, the well-being of the cows, and the type and size of the operation. Veterinary visits are intended to proactively monitor the health and well-being of the herd and should include the prevention, treatment, and control of diseases along with the treatment of physical conditions affecting the herd, including lameness, locomotion issues, body condition concerns, behavioral issues, and any other areas of veterinary concern.

g. Each such Select Member Farm Supplier to fairlife shall provide protection from typical climatic heat and cold, taking into account geography, for all age classes of animals, including appropriate care and protection from heat and cold stress for calves. Care and protection

strategies shall be consistent with each such farm's written herd health plan, as approved no less frequently than annually by each such farm's Veterinarian of Record.

h. Each such Select Member Farm Supplier to fairlife shall provide: (a) access to clean, fresh water as necessary to maintain proper hydration to all age classes of animals (including milk-fed dairy calves); and (b) access to sufficient quantities of feed for maintenance, health, and growth to all age classes of animals. Unless emergency circumstances arise making performance not reasonably practicable (*e.g.,* blizzard, tornado, floods, fire, unforeseen hazards), no such farm shall allow an animal to go without food or water for any period exceeding 24 hours unless authorized by the herd manager acting under the supervision of a veterinarian.

i. Each such Select Member Farm Supplier to fairlife shall immediately euthanize or provide care for any cattle identified as having a serious, painful, or life-threatening condition, including, but not limited to, prolapses, non-ambulatory conditions, or difficult deliveries. Non-ambulatory animals will be cared for pursuant to FARM guidelines. All care will be provided pursuant to a current Veterinarian-Client Relationship Agreement. Each such Select Member Farm Supplier to fairlife shall euthanize all animals that are required to be euthanized only through the use of methods approved by the American Association of Bovine Practitioners ("AABP") or American Veterinary Medical Association ("AVMA").

j. Each such Select Member Farm Supplier to fairlife shall refrain from dragging animals except for emergency cases where an animal must be moved a few feet before an appropriate movement device can be used. Non-ambulatory animals shall be handled with dignity and in a manner that minimizes pain and discomfort. Non-ambulatory animals may be moved using sleds, belting with reinforced sides, slings, skidsteer buckets (so long as the bucket lip is padded, and it is large enough to hold the entire animal), float tanks, and palleted forklifts

(so long as exposed forks are never used). In all situations, animals shall be restrained appropriately so as not to risk or cause additional injury.

k. Each such Select Member Farm Supplier to fairlife shall prohibit its employees from kicking, punching, or beating any animals or subjecting them to any act of cruelty or instance of gross negligence. Any employee caught committing such acts will be immediately terminated, and egregious or repeated acts shall be referred to law enforcement and the Monitor. "Gross negligence" means an act or course of action, or inaction, which denotes a lack of reasonable care and a conscious disregard or indifference to the rights, safety, or welfare of others, including animals.

l. Each such Select Member Farm Supplier to fairlife shall maintain milking parlors and equipment in a commercially reasonable manner designed to prevent animal injury or death.

m. Each such Select Member Farm Supplier to fairlife shall disbud calves before eight (8) weeks of age and provide pain mitigation for disbudding or dehorning.

4. Additional Terms.

a. The costs to perform the practices necessary to comply with the obligations subject to the third-party audits shall be borne by Defendants and shall not be paid from the Settlement Amount.

b. The costs of the audits, including all auditor fees and expenses, shall be borne by Defendants and shall not be paid from the Settlement Amount.

c. Class Counsel may review the third-party audit checklist prior to approval, which the third-party auditor will use to determine whether a violation has occurred.

d. The Parties agree that the District Court for the Northern District of Illinois retains ongoing jurisdiction to enforce the terms of the Stipulated Injunction.

e. The Select member farm identified in the Consolidated Class Action Complaint as "Fair Oaks Farms" may resume milk shipments to fairlife only upon substantial compliance with the terms set forth in the Stipulated Injunction.

f. The Parties acknowledge that following the initiation of this Litigation on June 11, 2019, fairlife revised the labels on the bottles or containers of its products that were in use as of June 11, 2019 to remove the remaining statements of a "promise" of "extraordinary care and comfort for [its] cows," "exceptional quality milk standards," "traceability back to [its] farms," and "continual pursuit of sustainable farming." fairlife will not add back to its labels the foregoing "promise" language until the first annual audit process under the term of the Stipulated Injunction confirms that each Select Member Farm Supplier to fairlife is in substantial compliance with the terms of this Stipulated Injunction. fairlife will also not modify the labels on the bottles or containers of its products in use at the time this Agreement is executed in any way that is inconsistent with governing consumer protection and/or product liability laws.

g. fairlife agrees not to publicly represent, suggest, warrant, or convey in any way that its practices are endorsed by Animal Outlook or the Animal Legal Defense Fund.

h. Transition Period. In the event that fairlife, during the term of the Stipulated Injunction, seeks to accept shipments of milk on a regular basis supplied by a farm that is a member of the Select cooperative that is not a Select Member Farm Supplier to fairlife as of the commencement date of the Stipulated Injunction, each such farm shall have one hundred twenty (120) days to come into compliance with the terms set forth herein. Notwithstanding the foregoing, if any such farm is ultimately unable to come into substantial compliance within the 120-day

period, fairlife shall notify Class Counsel as soon as practicable, and the parties shall negotiate an extension or other resolution in good faith, with the assistance of the Monitor if necessary. fairlife shall notify any such new and/or additional farms of the requirements set forth herein as soon as practicable and before such farm begins supplying milk to fairlife. This paragraph is in addition to and does not alter the rights afforded by Section VI(4)(i) below.

i. Supply Disruption. In the event of an emergency or other temporary disruption in the supply of milk from any Select Member Farm Supplier to fairlife, fairlife may, to the extent necessary, use milk supplied from other farms that are members of the Select cooperative that have not been confirmed to be in compliance with the terms of the Stipulated Injunction until the emergency or temporary disruption has been resolved, but in no event longer than sixty (60) days. Notwithstanding the foregoing, if the emergency or temporary disruption in the supply of milk from the Select Member Farm Supplier to fairlife has not been resolved within the 60-day period notwithstanding good faith efforts to do so, and if fairlife continues to require milk supplied from other farms that are members of the Select cooperative that have not been confirmed to be in compliance with the terms of the Stipulated Injunction in light of the emergency or temporary disruption in the supply of milk from the Select Member Farm Supplier to fairlife, fairlife shall notify Class Counsel as soon as practicable, and the parties shall negotiate an extension or other resolution in good faith, with the assistance of the Monitor if necessary.

## VII. MONITOR

1. Appointment of Monitor. The Parties have selected the Honorable Wayne R. Andersen (Ret.) as the independent, third party to serve as the Court-appointed Monitor to monitor compliance with the Stipulated Injunction. The Defendants will pay or cause to be paid the Monitor Costs from their own funds and not from the Settlement Amount.

2. Annual Reports. The Monitor shall issue an annual report, which shall be based upon the Monitor's review of the annual third-party audits for each year during the term of the Stipulated Injunction. Upon determining that each such farm is in substantial compliance, the Monitor shall confirm the same by denoting such farm to be "Compliant."

3. Reporting Periods. The reporting period for the Monitor shall be coterminous with the audit period.

4. The Monitor's Follow-Up on Reports. The Parties will further agree that: (a) final audit reports will be provided to each audited Select Member Farm Supplier to fairlife, Select, fairlife, and the Monitor only; (b) the Monitor shall have thirty (30) days to review the audits to ensure substantial compliance with the Stipulated Injunction and to identify any compliance issues; (c) within that thirty (30)-day period, the Monitor must identify in writing any areas of compliance that the Monitor believes require further attention or otherwise appear to demonstrate non-compliance with the Stipulated Injunction; (d) areas of non-compliance noted by the Monitor will be addressed and/or corrected within thirty (30) days thereafter; and (e) if the issues of non-compliance raised by the Monitor are not resolved within this thirty (30)-day period, the Monitor shall notify both Class Counsel and Defense Counsel of any unresolved issues.

5. Class Counsel's Follow-Up on Reports. To the extent the Monitor notifies Class Counsel and Defense Counsel of any unresolved issues of non-compliance as provided in the Paragraph above, Class Counsel may seek Court intervention to enforce the terms of the Stipulated Injunction. In such instances of unresolved issues of non-compliance, Class counsel reserve the right to request the Court to extend the term of the Stipulated Injunction; Defendants reserve the right to oppose any such request.

6. Confidentiality. The Parties and the Monitor agree that the Monitor Communications constitute highly confidential and proprietary business information under the Protective Order.

## VIII. CHARITABLE, *CY PRES* CONTRIBUTION

1. The *Cy Pres* Contribution Amount shall be donated equally between the U.S Dairy Education & Training Consortium and the Center For Food Safety. Both organizations are subject to approval by the Court. In calculating the *Cy Pres* Contribution Amount, the Claims Administrator shall also include all uncashed Cash Awards made by check. No remaining amounts shall revert back to the Defendants.

2. Payments to *Cy Pres* Recipients. Payments to the *Cy Pres* Recipients, if any, shall be made by the Trustee, at the direction of the Claims Administrator, from the Escrow Account ninety (90) days after the date by which the Claims Administrator completes the process for stopping payment on any Cash Award checks that remain uncashed.

## IX. NOTICE AND ADMINISTRATIVE COSTS

1. Defendants shall pay or cause to be paid all Notice and Administrative Costs, as provided in the Preliminary Approval Order and in Section IV, Paragraph 2, and Section XII, and all such Notice and Administrative Costs shall be credited against the Settlement Amount.

2. If the Court does not approve the Settlement following the Fairness Hearing, or if the Settlement is terminated or fails to become effective in accordance with the terms of this Agreement, Defendants shall not be entitled to recover the Deposit Amount or any amounts advanced by Defendants to the Claims Administrator for Notice and Administrative Costs.

3. Under no circumstances will the Named Plaintiffs, Class Counsel, or any Settlement Class Member have any liability for Notice and Administrative Costs, Audit Costs,

Monitoring Costs, the cost of Defendants' defense of the Litigation, or the cost of Defendants' discharge of any of their respective obligations under the Settlement.

## X. TAX TREATMENT OF SETTLEMENT ACCOUNT; CONSEQUENCES OF TERMINATION

1. The Parties will treat the Escrow Account as a "qualified settlement fund" within the meaning of Treasury Regulations 1.468B-1 through 1.468B-5, 26 C.F.R. 1.468B-1 through 1.468B-5 (1992). They will treat the Escrow Account as a qualified settlement fund for all reporting purposes under the federal tax laws. In addition, the Claims Administrator and, as required, Defendants will jointly and timely make the "relation-back election" (as defined in Treasury Regulation 1.468B-1) back to the earliest permitted date. Such election will be made in compliance with the procedures and requirements contained in such regulations. It will be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

2. The Claims Administrator shall act as the Escrow Agent within the meaning of section 468B of the Internal Revenue Code of 1986 and Treasury Regulation 1.468B for the Escrow Account. The Claims Administrator will timely and properly file all informational and other tax returns necessary or advisable with respect to the Escrow Account (including without limitation the returns described in Treasury Regulation 1.468B-2(k)). Such returns (as well as the election described in Paragraph X.1) will be consistent with this Paragraph and Paragraph X.1 and in any event will reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by the Escrow Account will be paid out of the Escrow Account.

3. All Taxes and Tax Expenses will be paid out of the Escrow Account; in no event will Defendants have any liability or responsibility for the Taxes, the Tax Expenses, or the filing

of any tax returns or other documents with the Internal Revenue Service or any other state or local taxing authority. The Claims Administrator will indemnify and hold Defendants and Defense Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Furthermore, Taxes and Tax Expenses will be timely paid by the Claims Administrator out of the Escrow Account without prior Court order, and the Claims Administrator will be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treasury Regulation 1.468B-2(1)-(2)); Defendants are not responsible for and shall have no liability therefor, or for any reporting requirements that may relate thereto. The Parties agree to cooperate with the Claims Administrator, each other, and their respective tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Section and the Agreement.

## XI. CLAIMS ADMINISTRATOR

1. Selection and Appointment of Claims Administrator. The Parties have agreed to have Epiq Class Action & Claims Solutions, Inc. serve as the Claims Administrator, and will request that the Court appoint the Claims Administrator. The Claims Administrator was selected following a competitive bidding process that involved solicitation of three notice and claims administration proposals. The Claims Administrator has provided Class Counsel and Defense Counsel with a class notice program (the "Class Notice Program"). The Class Notice Program sets forth a detailed estimate and a "not-to-exceed" price for performing all tasks and duties regarding this settlement. A copy of the Class Notice Program is attached hereto as Exhibit G.

2. Once approved by the Court, the Claims Administrator will be an agent of the Court and will be subject to the Court's supervision and direction as circumstances may require. The Claims Administrator shall cause the Class Notice Program to be carried out after Preliminary

Approval, including the Published Notice to be published and mailed and emailed (to the extent physical and email addresses are available) to Settlement Class Members who can be identified through reasonable effort as well as a process, subject to mutual agreement by the Parties, to stimulate claims made by Settlement Class Members, administer the Settlement Website and Claim Forms process, and oversee the distribution of Cash Awards to Settlement Class Members in accordance with the terms of the Settlement and orders of the Court.

3. Claims Administration. The Claims Administrator shall administer the monetary relief for Settlement Class Members pursuant to the terms of this Agreement and shall seek to resolve issues with Claim Forms in a cost effective and timely manner. The Claims Administrator may request the assistance of the Parties to identify Settlement Class Members; to facilitate providing direct notice to Settlement Class Members who can be identified through reasonable effort and notice by publication; and to accomplish such other purposes as may be approved by Defendants and Class Counsel; and the Parties shall reasonably cooperate with such requests.

4. Claims Administrator Discretion. The Claims Administrator shall review and validate all Claim Forms submitted by Settlement Class Members. The Claims Administrator shall have the discretion to accept or reject, in whole or in part, the Claim Forms submitted by Settlement Class Members with the objectives of efficiency and effecting substantial justice to the Parties and the Settlement Class Members. Issues regarding the validity of Claim Forms that cannot be resolved by the Claims Administrator shall be submitted to Defense Counsel and Class Counsel for resolution and, if no resolution is reached, to the Court.

5. No Liability for Claims Administered Pursuant to Settlement Agreement. No Person shall have any claim against Defendants, Defense Counsel, Plaintiffs, Class Counsel, the Released Parties, and/or the Claims Administrator based on any determinations, distributions, or

awards made with respect to any Claim. For the avoidance of doubt, in no event shall Plaintiffs, Class Counsel, Defendants, or Defense Counsel, have any liability for any claims of wrongful conduct (whether intentional, reckless, or negligent) on the part of the Claims Administrator or its agents.

6. Claims Administrator Duties. The Claims Administrator shall:

a. Use personal information acquired as the result of this Settlement Agreement solely for purposes of providing Notice and evaluating and paying Claims under this Settlement Agreement.

b. Assign a manager to oversee the protection and appropriate management of personal information including, without limitation, for purposes of maintaining its confidentiality, and review its internal system to manage the protection of personal information to ensure consistent performance and constant improvement.

c. Take security countermeasures to prevent unauthorized access to personal information and the loss, destruction, falsification, and/or exposure of personal information.

d. If outsourcing the handling of personal information, determine that outsourced companies take steps to ensure appropriate management of the information to prevent leaks of personal or confidential information, and prohibit reuse of information for other purposes.

e. Respond immediately with appropriate measures when necessary to disclose, correct, stop using, or eliminate contents of information.

f. Within one hundred and twenty (120) days after the completion of the Claim Period, and in compliance with applicable retention law, destroy all personal information obtained in connection with this settlement in a manner most likely to guarantee that such information shall not be obtained by unauthorized Persons.

7. Claims Administrator Accounting. The Claims Administrator shall maintain a complete and accurate accounting of all receipts, expenses (including Notice and Administration Costs), and payments made pursuant to this Settlement Agreement. The accounting shall be made available on reasonable notice to Class Counsel and Defense Counsel.

8. Removal of Claims Administrator. If the Claims Administrator fails to perform adequately, the Parties may agree to remove the Claims Administrator by petitioning the Court to do so.

9. Class Notice Program. The Class Notice Program used to provide notice of this settlement to the Settlement Class shall be that which is approved in the Court's Preliminary Approval Order. The cost of the Class Notice Program shall be paid from the Settlement Amount, which shall be deposited into the Escrow Account in accordance with Section IV, Paragraph 2. The Claims Administrator shall commence the Class Notice Program no later than thirty (30) days after the Preliminary Approval Date. The Class Notice Program shall be effectuated by the Claims Administrator, and it shall include, at a minimum:

a. E-mailed and Mailed Notice. Notice of settlement shall be sent by electronic mail if an e-mail address is available and mailed, first-class postage prepaid, if a mailing address is available to all members of the Settlement Class who are identifiable to the Claims Administrator through reasonable means, taking into account the costs of identifying Settlement Class Members, Notice and Claims Administration Costs, and the size of the Settlement Fund. Within fourteen (14) days following Preliminary Approval, Defendants and Class Counsel will provide the Claims Administrator with reasonably available and accessible information that identifies possible members of the Settlement Class from their existing records.

b. Digital Notice. The Claims Administrator shall design and implement a plan for notification of the settlement to members of the Settlement Class through digital/internet publication designed to target purchasers of the Covered Products to satisfy the due process rights of the Settlement Class. The Class Notice will be substantially in the forms attached hereto as Exhibit B (the Published Notice) and Exhibit C (the Official Notice). The Parties have also discussed certain claim stimulation efforts, if necessary, to be implemented as may be agreed following a review of claim submissions twenty-one days after the Published Notice commences.

c. Press Releases. The Parties may elect to issue a press release following the filing of the Motion for Preliminary Approval. Such press release must be consistent with the Notice.

d. Settlement Website. No later than thirty (30) days after the Preliminary Approval Date, the Claims Administrator shall establish and make live the Settlement Website, which shall be an Internet website concerning the settlement utilizing an easily-recognized domain name. The Settlement Website shall be maintained by the Settlement Administrator until one hundred and twenty (120) days after all deadlines for correcting deficiencies in the Claim Form pursuant to Section IV, Paragraph 5 have passed. The domain name of the Settlement Website shall be included in all Class Notices. The Settlement Website shall provide, at a minimum: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free phone number applicable to the settlement; (iii) copies of the Settlement Agreement, the Notice of Settlement, the Claim Form, Court Orders regarding this settlement, and other relevant Court documents, including Class Counsel's Motion for Approval of Attorneys' Fees, Cost, and Service Awards; and (iv)

information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically, including proof of purchase.

e. Toll-Free Number. No later than thirty (30) days after the Preliminary Approval Date, the Claims Administrator shall establish a toll-free telephone number and facility that will provide members of the Settlement Class with information and direct them to the Settlement Website. The toll-free telephone number shall be included on the Settlement Website and in the Notice of Settlement. The telephone facility shall be capable of providing general information concerning deadlines for filing a Claim Form, opting out of or objecting to the Settlement, and the dates and locations of relevant Court proceedings, including the Fairness Hearing. The toll-free number(s) shall be maintained by the Claims Administrator during the time period that the Settlement Website is active.

10. Proof of Compliance with Class Notice Program. The Claims Administrator shall provide Class Counsel and Defense Counsel with a declaration detailing all of its efforts regarding the Class Notice Program, its timely completion of the Class Notice Program, and its reach to the members of the Settlement Class, to be filed along with Plaintiffs' Motion for Final Approval of Class Action Settlement.

11. Claims Administrator Database. The Claims Administrator shall maintain and preserve records of all of its activities, in a computerized database with easily retrievable records, relative to the settlement, including logs of all telephone calls, emails, faxes, mailings; visits to the Settlement Website; and all other contacts with actual and potential members of the Settlement Class. The database shall also include a running tally of the number and types of materials mailed or disseminated by the Settlement Administrator. The Settlement Administrator shall provide Class Counsel and Defense Counsel with weekly written reports throughout the Claim Period

summarizing all statistics and actions taken by the Settlement Administrator in connection with administering the settlement.

## XII. SETTLEMENT NOTICE, OBJECTIONS AND OPT-OUT RIGHTS

1. Within thirty (30) days after entry of the Preliminary Approval Order, the Claims Administrator shall commence publication of the Published Notice in the publications in the format and layout appropriate to those publications as described in Exhibit B.

2. The Official Notice shall:

a. contain a short, plain statement of the background of the Litigation and the proposed Settlement;

b. describe the proposed Settlement relief as set forth in this Agreement;

c. inform Settlement Class Members that, if they do not exclude themselves from the Settlement Class, they may be eligible to receive relief and will release their claims;

d. describe the procedures for participating in the Settlement and advise Settlement Class Members of their rights, including their right to file a Claim Form to receive a Cash Award under the Settlement, to opt out of the same, or object thereto;

e. explain the impact of the proposed Settlement on any existing litigation, arbitration or other proceeding;

f. state that any Cash Award to Settlement Class Members under the Settlement is contingent on the Court's final approval of the proposed Settlement;

g. explain the procedures for opting out of the Settlement;

h. specify that opt-outs shall be allowed on an individual basis only and that so-called "mass" or "class" opt outs shall not be allowed; and

i. provide that any objection to the Settlement and any papers submitted in support of said objection will be considered only if the Settlement Class Member making an

objection has followed the guidelines for objecting as set forth in the Agreement. A Class Member who fails to follow the procedures and deadlines set forth in the Class Notice for submitting his or her comments to the proposed Settlement will waive his or her right to be heard by the Court and will waive their right to appeal.

3. Subject to mutual agreement by the Parties, the Parties agree to follow guidance provided by the Claims Administrator concerning reasonable best practices consistent with the Class Notice Program and this Settlement Agreement to encourage the filing of valid and timely Claim Forms.

4. Nothing in this Agreement shall limit the ability of Class Counsel to communicate orally or in writing with Settlement Class Members regarding the provisions of this Settlement and, in fact, Class Counsel are authorized to do so.

5. The Settlement Website shall be maintained by the Claims Administrator until one hundred and twenty (120) days after all deadlines for correcting deficiencies in the Claim Form pursuant to Section IV, Paragraph 5 have passed.

6. Prior to the Fairness Hearing, the Claims Administrator shall provide to the Parties documentation reflecting that the Class Notice Program has been executed in accordance with the Preliminary Approval Order, which will be provided to the Court.

7. Any Settlement Class Member who intends to object must do so on or before the Opt-Out and Objection Date. In order to object, the Settlement Class Member must file the objection with the Court on or before the Opt-Out and Objection Deadline. The objection must provide the following:

a. the Settlement Class Member's printed name, address, and telephone number;

b. whether the Settlement Class Member is represented by counsel and, if so, contact information for his or her counsel;

c. evidence showing that the objector is a Settlement Class Member;

d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;

e. any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection;

f. the actual written or electronic signature of the Settlement Class Member making the objection; and

g. a statement on whether the objecting Settlement Class Member and/or his or her counsel intend to appear at the Fairness Hearing.

8. Any Settlement Class Member who fails to file and serve timely a written objection and notice of his or her intent to appear at the Fairness Hearing pursuant to the above Paragraph, as detailed in the Class Notice, shall not be permitted to object to the approval of the Settlement at the Fairness Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

9. A Settlement Class Member who wishes to opt out of the Settlement Class must do so on or before the Opt-Out and Objection Date. To opt out, a Settlement Class Member must inform the Claims Administrator in writing that he or she wishes to be excluded from the Settlement Class, and must send that request to the Claims Administrator by U.S. Mail, post-marked no later than the Opt-Out and Objection Date or submitted online through the claims portal and verified no later than the Opt-Out and Objection Date. The request for exclusion must

be personally signed by the Settlement Class Member requesting exclusion and contain the Settlement Class Member's name, address, telephone number, a brief statement explaining the Covered Products the Settlement Class Member purchased to confirm membership in the Settlement Class, and a statement that indicates a desire to be excluded from the Settlement Class. To be effective, Opt-Outs submitted online must verify the request to opt-out no later than the Opt-Out and Objection Date, using the link sent to the Settlement Class Member who submitted the request for exclusion. A Settlement Class Member may opt out on an individual and personal basis only; so-called "mass" or "class" opt-outs shall not be allowed.

10. Except for those Settlement Class Members who timely and properly file a request for exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms, regardless of whether they file a Claim or receive any monetary relief.

11. Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or (d) be entitled to object to any aspect of the Settlement. Any statement or submission purporting or appearing to be both an objection and an opt-out shall be treated as a request for exclusion.

12. The Claims Administrator shall provide Class Counsel and Defense Counsel with copies of all requests for exclusion to counsel for the Parties on a weekly basis by email and will provide the Opt-Out List on or before one hundred and forty days (140) after the Preliminary Approval Date.

## XIII. ATTORNEYS' FEES, EXPENSES, AND REPRESENTATIVE PLAINTIFFS' SERVICE AWARDS

1. Within the time period established by the Court, and no later than eighty-five (85) days after the Preliminary Approval Date, Class Counsel will file a Motion for Approval of Attorneys' Fees and Costs, and Service Awards to be paid from the Settlement Amount, which shall be included on the Settlement Website. The Class Notice Program shall inform the Settlement Class Members that Class Counsel may apply for attorneys' fees not to exceed one-third (1/3) of the Settlement Amount and, in addition to fees, seek reimbursement of verifiable litigation costs plus reasonable costs incurred through the Effective Date. Defendants expressly reserve the right to oppose the Motion for Approval of Attorneys' Fees and Costs, and Service Awards. The procedure for and the allowance or disallowance by the Court of any application for Attorneys' Fees and Costs is not a material term of the Settlement or Agreement and is not a condition of this Agreement that any particular application for Attorneys' Fees and Costs be approved. If an application for Attorneys' Fees and Costs is approved by the Court, Class Counsel shall provide W-9 Forms to the Claims Administrator prior to such payment.

2. Attorneys' Fees and Costs approved by the Court shall be paid within thirty-five (35) days after the Effective Date. Class Counsel shall thereafter distribute attorneys' fees and costs as they deem appropriate. Under no circumstances will Defendants be liable to Class Counsel, or any other attorney or law firm, for, because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees made in accordance with this Settlement Agreement; and Class Counsel, and each of them, release Defendants from any and all disputes or claims because of, relating to, concerning, or as a result of any payment or allocation of attorneys' fees and costs made pursuant to this Settlement Agreement.

3. Class Counsel shall move for Service Awards of three thousand and five-hundred dollars ($3,500) to each of the Named Plaintiffs in the Litigation, as may be approved by the Court. If approved by the Court, such Service Awards will be paid from the Settlement Amount no later than thirty-five (35) days after the Effective Date.

4. Any order or proceedings relating to the applications for Attorneys' Fees and Costs and Service Awards, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of Judgment approving the Agreement and the Settlement.

**XIV.NOTICES**

1. All Notices (other than the Class Notice and CAFA Notices) required by the Agreement shall be made in writing and mailed to the following addresses:

All Notices to Class Counsel shall be sent to Class Counsel, c/o:

Amy E. Keller
DiCello Levitt Gutzler LLC
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: (312) 214-7900

Michael R. Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

Melissa S. Weiner
Pearson, Simon & Warshaw, LLP
800 LaSalle Avenue, Suite 2150
Minneapolis, Minnesota 55402
Telephone: (612) 389-0600

All Notices to Defense Counsel provided herein shall be sent to Defense Counsel, c/o:

Mark S. Mester
Robert C. Collins III
Latham & Watkins LLP
330 North Wabash Avenue
Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700

*Attorneys for fairlife, LLC*

Timothy B. Hardwicke
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150 S. Wacker Drive, Suite 3150
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1180 Peachtree St NE
Atlanta, Georgia 30309
Telephone: (404) 572-4818

Rachael M. Trummel
King & Spalding LLP
110 N. Wacker Drive, Suite 3800
Chicago, Illinois 60606
Telephone: (312) 764-6922

*Attorneys for The Coca-Cola Company*

2. The notice recipients and addresses designated above may be changed by written notice.

3. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, objections, requests for exclusion, or other documents or filings received as a result of the Class Notice.

## XV. SETTLEMENT APPROVAL PROCESS

1. After execution of this Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order that is without material alteration from Exhibit E hereto, which:

a. Preliminarily approves this Settlement;

b. Directs that notice is provided in a reasonable manner, as set forth herein, to all Settlement Class Members who would be bound by the Settlement;

c. Preliminarily certifies the Settlement Class;

d. Schedules a Fairness Hearing on final approval of this Settlement and Agreement to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court, such Fairness Hearing to be no earlier than one hundred fifty (150) days after the Preliminary Approval Date, subject to Court approval;

e. Finds that the proposed Settlement is sufficiently fair, reasonable and adequate to warrant providing notice to the Settlement Class;

f. Appoints the Claims Administrator in accordance with the provisions of Section XI;

g. Approves the Class Notice, the content of which is without material alteration from Exhibit G, B and C hereto, and directs the Claims Administrator to publish the Class Notice in accordance with the Class Notice Program provided for in this Agreement;

h. Approves the Claim Form, the content of which is without material alteration from Exhibit A hereto, and sets a Claim Deadline;

i. Approves the creation of the Settlement Website as defined in Section XI, Paragraph 9(d) above;

j. Finds that the Class Notice Program implemented pursuant to this Agreement: (i) is the best practicable notice, (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation and of their right to object to or to exclude themselves from the proposed settlement, (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) meets all applicable requirements of applicable law;

k. Requires the Claims Administrator to file proof of publication of the Published Notice and proof of maintenance of the Settlement Website at or before the Fairness Hearing;

l. Requires each Settlement Class Member who wishes to be excluded from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked no later

than one hundred and twenty (120) days after the Preliminary Approval Date , or as the Court may otherwise direct, to the Claims Administrator at the address on the Notice;

m. Preliminarily enjoins all Settlement Class Members unless and until they have timely excluded themselves from the Settlement Class from: (i) filing, commencing, prosecuting, intervening in or participating as plaintiff, claimant or class member in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; (ii) filing, commencing or prosecuting a lawsuit or administrative, regulatory, arbitration or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory, arbitration or other proceeding based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims. This Agreement is not intended to prevent Settlement Class Members from participating in any action or investigation initiated by a state or federal agency.

n. Orders that any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class *(i.e.,* becomes an Opt-Out) will be bound by all proceedings, orders and judgments in the Litigation, even if such Settlement Class Member

has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release;

o. Requires each Settlement Class Member who is not an Opt-Out and who wishes to object to the fairness, reasonableness or adequacy of this Agreement or the proposed Settlement or to the Attorneys' Fees and Costs to file with the Court and serve on Class Counsel no later than one hundred and twenty (120) days after the Preliminary Approval Date or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing the information outlined in Section XII, Paragraph 7 above.

p. Provides that any response to an objection shall be filed with the Court no later than seven (7) days before the Fairness Hearing.

q. Specifies that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the requirements of Section XII, Paragraph 7 shall be foreclosed from seeking any adjudication or review of this settlement by appeal or otherwise.

r. Requires that any attorney hired by a Settlement Class Member will be at the Settlement Class Member's expense for the purpose of objecting to this Agreement, the proposed Settlement, or the Attorneys' Fees and Costs;

s. Requires that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Costs and who intends to make an appearance at the Fairness Hearing to provide to the Claims Administrator (who shall forward it to Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date or as the Court may otherwise direct;

t. Requires any Settlement Class Member who files and serves a written objection and who intends to make an appearance at the Fairness Hearing to provide to the Claims Administrator (who shall forward it to Class Counsel and Defense Counsel) and to file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date or as the Court otherwise may direct;

u. Directs the Claims Administrator to establish a post office box in the name of the Claims Administrator to be used for receiving requests for exclusion, objections, notices of intention to appear and any other communications, and providing that only the Claims Administrator, Class Counsel, Defense Counsel, Defendants, the Court, the Clerk of the Court and their designated agents shall have access to this post office box, except as otherwise provided in this Agreement;

v. Directs the Claims Administrator to promptly furnish Class Counsel and Defense Counsel with copies of any and all written requests for exclusion, notices of intention to appear or other communications that come into its possession, except as expressly provided in this Agreement;

w. Directs that Class Counsel shall file their applications for the Attorneys' Fees and Costs and Named Plaintiffs' Service Awards in accordance with the terms set forth in Section XIII;

x. Orders the Claims Administrator to provide the Opt-Out List to Class Counsel and Defense Counsel no later than one hundred and forty (140) days after the Preliminary Approval Date, and then Plaintiffs' counsel will file with the Court the Opt-Out List with an affidavit from the Claims Administrator attesting to the completeness and accuracy thereof no later than three (3) business days thereafter or on such other date as the Parties may direct; and

y. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Agreement and the proposed settlement.

**XVI. FINAL ORDER AND JUDGMENT AND RELEASES**

1. Pursuant to the schedule set by the Court in its Preliminary Approval Order and no later than eighty-five (85) days after the Preliminary Approval Date, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval of this Settlement Agreement and for entry of a Final Order and Judgment.

2. If this Agreement (including any amendment or modification made with the consent of the Parties as provided herein) is approved by the Court following the Fairness Hearing scheduled by the Court in its Preliminary Approval Order, the Parties shall request that the Court enter a mutually-agreeable Final Order and Judgment pursuant to the Federal Rules of Civil Procedure and all applicable laws, that, among other things:

a. Finds that the Court has personal jurisdiction over the Parties and all members of the Settlement Class and that the Court has subject matter jurisdiction to approve this Settlement and Agreement and all Exhibits thereto;

b. Certifies a Settlement Class solely for purposes of this Settlement;

c. Grants final approval to this Agreement as being fair, reasonable, and adequate as to all Settling Parties and consistent and in compliance with all requirements of due process and applicable law, as to and in the best interests of all Settling Parties and directs the Parties and their counsel to implement and consummate this Agreement in accordance with its terms and provisions;

d. Declares this Agreement and the Final Order and Judgment to be binding on and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings encompassed by the Release (as set forth in Section I, Paragraph 65) maintained by

or on behalf of the Named Plaintiffs and all other Settlement Class Members, as well as their respective agents, heirs, executors or administrators, successors and assigns;

e. Finds that the Class Notice Program implemented pursuant to this Agreement: (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law;

f. Approves the Claim Form that was distributed to Settlement Class Members, the content of which was without material alteration from Exhibit A hereto;

g. Finds that Class Counsel and the Named Plaintiffs adequately represented the Settlement Class for purposes of entering into and implementing the Settlement and Agreement;

h. Dismisses the Litigation now pending before the Court (including all of the underlying suits transferred to the Court by the JPML and all individual and class claims presented thereby) on the merits and with prejudice and without fees or costs except as provided herein, in accordance with the terms of the Final Order and Judgment as set forth herein;

i. Orders that within one (1) week after the Effective Date the other lawsuits not pending before the Court will be dismissed with prejudice without fees or costs except as provided herein;

j. Adjudges that the Named Plaintiffs and the Settlement Class have conclusively compromised, settled, dismissed and released any and all Released Claims against Defendants and the Released Persons;

k. Approves payment of the Attorneys' Fee and Expenses to Class Counsel and the Named Plaintiffs' Service Awards in a manner consistent with Section XIII;

l. Without affecting the finality of the Final Order and Judgment for purposes of appeal, reserves jurisdiction over the Claims Administrator, Defendants, the Named Plaintiffs and the Settlement Class as to all matters relating to the administration, consummation, enforcement and interpretation of the terms of the Settlement and Final Order and Judgment and for any other necessary purposes;

m. Provides that upon the Effective Date, the Named Plaintiffs and all Settlement Class Members who have not been excluded from the Settlement Class, whether or not they return a Claim Form within the time and in the manner provided for, shall be barred from asserting any Released Claims against Defendants and/or any Released Persons, and any such Settlement Class Members shall have released any and all Released Claims as against Defendants and all Released Persons;

n. Determines that the Agreement and the Settlement provided for herein and any proceedings taken pursuant thereto are not and should not in any event be offered or received as evidence of, a presumption, concession or an admission of liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants or any Released Persons or of the suitability of these or similar claims to class treatment in active litigation and trial; provided, however, that reference may be made to this Agreement and the Settlement provided for herein in such proceedings as may be necessary to effectuate the Agreement;

o. Bars and permanently enjoins all Settlement Class Members who have not been properly excluded from the Settlement Class from (i) filing, commencing, prosecuting, intervening in or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration or other proceeding in any jurisdiction based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation or the Released Claims arising on or before the Preliminary Approval Date, and (ii) organizing Settlement Class Members who have not been excluded from the class into a separate class for purposes of pursuing as a purported class action any lawsuit or arbitration or other proceeding (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action) based on, relating to or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims arising on or before the Preliminary Approval Date, except that Settlement Class Members are not precluded from participating in any investigation or suit initiated by a state or federal agency;

p. Approves the Opt-Out List and determines that the Opt-Out List is a complete list of all Settlement Class Members who have timely requested exclusion from the Settlement Class and, accordingly, shall neither share in nor be bound by the Final Order and Judgment except for Opt-Outs who subsequently submit Claim Forms during the Claim Period; and

q. Authorizes the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of this Agreement and all Exhibits hereto as (i) shall be consistent in all material respects with the Final Order and Judgment and (ii) do not limit the rights of the Parties or Settlement Class Members.

3. As of the Effective Date, the Releasing Persons are deemed to have fully released and forever discharged the Released Persons of and from all Released Claims by operation of entry of the Final Judgment and Order of Dismissal.

4. Subject to Court approval, all Settlement Class Members who have not excluded themselves from the Settlement Class shall be bound by this Agreement and the Release, and all of their respective claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Litigation or this Settlement.

5. Without in any way limiting the scope of the Release, this Release covers, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or any Named Plaintiffs or Settlement Class Members, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for Service Awards to Named Plaintiffs.

6. As of the Effective Date, the Released Persons are deemed to have fully released and forever discharged by operation of the entry of the Final Order and Judgment the Named Plaintiffs, the Settlement Class Members, Class Counsel or any other counsel representing the Named Plaintiffs or Settlement Class Members, or any of them, of and from any claims arising out of the Litigation and/or the Settlement.

7. As of the Effective Date, the Released Persons are deemed to have fully released and forever discharged each other by operation of entry of the Final Order and Judgment of and from any claims they may have against each other arising from the claims asserted by the Releasing Persons in the Litigation, including any claims arising out of the investigation, defense or Settlement of the Litigation.

8. The Releasing Persons and the Released Persons expressly acknowledge that they are familiar with principles of law such as Section 1542 of the Civil Code of the State of California, which provides:

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

Notwithstanding California or other law, the Releasing Persons and the Released Persons hereby expressly agree that the provisions, rights and benefits of Section 1542 and all similar federal or state laws, rights, rules or legal principles of any other jurisdiction that may be applicable herein and are hereby knowingly and voluntarily waived, released and relinquished to the fullest extent permitted by law solely in connection with unknown claims that are the same as, substantially similar to, or overlap the Released Claims, and the Releasing Persons and the Released Persons hereby agree and acknowledge that this is an essential term of the Releases. In connection with the Releases, the Releasing Persons and the Released Persons acknowledge that they are aware that they may hereafter discover claims currently unknown and unsuspected or facts in addition to or different from those which they now know or believe to be true with respect to matters released herein, and that such claims, to the extent that they are the same as, substantially similar to, or overlap the Released Claims, are hereby released, relinquished and discharged.

9. Nothing in the Releases shall preclude any action to enforce the terms of this Agreement, including participation in any of the processes detailed herein.

## XVII. WITHDRAWAL FROM OR TERMINATION OF SETTLEMENT

1. Within fifteen (15) days after the occurrence of any of the following events and upon written notice to counsel for all Parties, a Party shall have the right to withdraw from the Settlement and terminate this Agreement:

a. If the Court fails to approve the Agreement as written or if the Court's approval is reversed or modified on any appeal;

b. If the Court materially alters any of the terms of the Agreement; or

c. If the Preliminary Approval Order, as described in Section XV, or the Final Order and Judgment, as described in Section XVI, is not entered by the Court or is reversed or modified on appeal, or otherwise fails for any reason. In the event of a withdrawal pursuant to this Section, any certification of a Settlement Class will be vacated, without prejudice to any Party's position on the issue of class certification and the amenability of the claims asserted in the Litigation to class treatment, and the Parties shall be restored to their litigation position existing immediately before the execution of this Agreement.

2. If Settlement Class Members properly and timely submit requests for exclusion from the Settlement Class as set forth in Section XII, Paragraph 9, thereby becoming Opt-Outs and are in a number more than the confidential number submitted to the Court by the Parties under seal at the time of filing the Motion For Preliminary Approval, then, at the election of Select, Select, acting for itself and all Defendants, may withdraw from the Settlement and terminate this Agreement. Consistent with the confidential instructions provided to the Court, this provision may be invoked: (a) during the fifteen (15) day period following written notice to Class Counsel and Defense Counsel from the Claims Administrator that the Opt-Out number as submitted confidentially to the Court has been exceeded; and (b) during the fifteen (15) day period after the Opt-Out List has been served on the Parties provided the Opt-Out number as submitted

confidentiality to the Court has been exceeded by the Opt-Out number identified on the Opt-Out List. In that event, all of Defendants' obligations under this Agreement shall cease to be of any force and effect; the certification of the Settlement Class shall be vacated without prejudice to Defendants' position on the issue of class certification; and Defendants shall be restored to their litigation position existing immediately before the execution of this Agreement. To elect to withdraw from the Settlement and terminate this Agreement on the basis set forth in this Section XVII, Select must notify Class Counsel in writing of its election to do so within the fifteen (15) day periods described in this Paragraph. If Select exercises such right, Class Counsel shall have fifteen (15) days following notice or such longer period as agreed to by the Parties to address the concerns of the Opt-Outs. If, as a result of those efforts or otherwise, the total number of members of the Opt-Out List subsequently becomes and remains fewer than the number of Opt-Outs as submitted to the Court under seal at the time of filing the Motion for Preliminary Approval, Select shall withdraw its election to withdraw from the Settlement and terminate the Agreement. In no event, however, shall any Defendant have any further obligation under this Agreement to any Opt-Out unless such Settlement Class Member withdraws his/her request for exclusion. For purposes of this Paragraph, Opt-Outs shall not include (i) persons who are specifically excluded from the Settlement Class under Section III, Paragraph 1(i)-(v) of the Agreement; (ii) Settlement Class Members who elect to withdraw their request for exclusion; and/or (iii) Opt-Outs who agree to sign an undertaking that they will not pursue an individual claim, class claim or any other claim that would otherwise be a Released Claim as defined in this Agreement.

3. In the event of withdrawal by Defendants in accordance with the terms set forth in this Section XVII, the Agreement shall be null and void, shall have no further force and effect with respect to any Party in the Litigation, and shall not be offered in evidence or used in any litigation

for any purpose, including, without limitation, the existence, certification, or maintenance of any proposed or existing class, or the amenability of these or similar claims to class treatment. In the event of such withdrawal, this Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall be without prejudice to Defendants, the Named Plaintiffs and the Settlement Class Members and shall not be deemed or construed to be an admission or confession in any way by any Party of any fact, matter or proposition of law and shall not be used in any manner for any purpose, and the Parties to the Litigation shall stand in the same position as if this Agreement had not been negotiated, made or filed with the Court. In the event of withdrawal by Defendants, Defendants shall be solely responsible for any and all Notice and Administrative Costs incurred on or before the date of withdrawal.

## XVIII. EFFECTIVE DATE

1. The Effective Date of this Agreement shall be the first business day after each and all of the following conditions have occurred:

a. This Agreement has been fully executed by all Parties and their counsel;

b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Agreement and approving the form of Class Notice and Claim Form, all as provided above;

c. The Court-approved Published Notice has been duly published and Settlement Website has been duly created and maintained as ordered by the Court;

d. The Court has entered a Final Order and Judgment finally approving this Agreement, as provided above; and

e. The Final Order and Judgment has become Final.

2. If, for any reason, this Agreement fails to become Final pursuant to this Section XVIII, the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be

vacated, and the Parties will be returned to the status *quo ante* with respect to the Litigation as if the Parties had never entered into this Agreement.

## XIX. ADDITIONAL PROVISIONS

1. Entire Agreement. The Recitals and Exhibits to this Agreement are an integral part of the Settlement and are expressly incorporated and made a part of this Agreement.

2. Settlement Purposes Only. This Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Litigation or of any wrongdoing, fault, violation of law or liability of any kind on the part of Defendants or any admission by Defendants of any claim or allegation made in any action or proceeding against Defendants or any concession as to the validity of any of the claims asserted by the Named Plaintiffs in the Litigation. This Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is, or shall be construed or admissible as, an admission by Defendants that the Named Plaintiffs' claims or any similar claims are either valid or suitable for class treatment.

3. Best Efforts. If there are any developments in the effectuation and administration of this Agreement that are not dealt with by the terms of this Agreement, then the Parties shall confer in good faith regarding such matters; and such matters shall be dealt with as agreed upon by the Parties, and if the Parties cannot reach an agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Agreement in order to give this Agreement full force and

effect. The execution of all such documents must take place prior to the Preliminary Approval Hearing.

4. Administration of Agreement. No person shall have any claim against the Named Plaintiffs, Class Counsel, Defendants, Defense Counsel, the Claims Administrator or the Released Persons or their agents based on administration of the Settlement substantially in accordance with the terms of the Agreement or any order of the Court or any appellate court.

5. Communications. Class Counsel and all other counsel of record for the Named Plaintiffs and Defense Counsel hereby agree not to engage in any communications with the media or the press, on the internet, or in any public forum, orally or in writing, that relate to this Settlement or the Litigation other than statements that are fully consistent with the Notice or otherwise approved by the Parties.

6. Entire Agreement. This Agreement constitutes the entire agreement between and among the Settling Parties with respect to the Settlement of the Litigation. This Agreement supersedes all prior negotiations and agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation or understanding concerning any part of the subject matter of this Agreement has been made or relied on except as expressly set forth in this Agreement.

7. Waiver. There shall be no waiver of any term or condition absent an express writing to that effect by the non-waiving Party. No waiver of any term or condition in this Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single agreement.

9. Drafting. This Agreement shall not be construed more strictly against one Party than another merely because this Agreement may have been drafted or otherwise prepared in full or substantial part by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in the Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Agreement. All terms, conditions and Exhibits are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

10. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Illinois without regard to its choice of law provisions.

11. Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Settling Parties to this Agreement for the purpose of the administration and enforcement of this Agreement.

12. Confidentiality. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Agreement.

13. Defendants' Attorneys' Fees and Costs. Defense Counsel shall bear their own attorneys' fees and costs in the Litigation.

14. Return of Documents. Within thirty (30) days after the Effective Date, Class Counsel will return or destroy all documents, information and material produced by Defendants to the producing Defendant.

15. Representation by Counsel. The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing this Settlement Agreement. Each Party represents that it understands the terms and consequences of executing this Settlement Agreement and executes it and agrees to be bound by the terms set forth herein knowingly, intelligently, and voluntarily.

16. Mutual Full Cooperation. The Parties agree to cooperate with each other in good faith to accomplish the terms of this Settlement Agreement, including the execution of such documents and such other action as may reasonably be necessary to implement the terms of this Settlement Agreement and obtain the Court's final approval of the Settlement Agreement, including the entry of an order dismissing the Litigation with prejudice.

17. No Tax Advice. Neither the Parties nor their counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder. No Person shall rely on anything in this Settlement Agreement to provide tax advice, and any Person, including, without limitation, Named Plaintiffs and Settlement Class Members, shall obtain his, her, or its own independent tax advice with respect to any payment under this Settlement Agreement.

18. Extensions. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

19. Binding Effect. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Settling Parties.

20. No Prior Assignment, Transfer or Conveyance of Released Claims. The Named Plaintiffs represent and warrant that no portion of any claim, right, demand, action, or cause of

action against the Released Persons that the Named Plaintiffs, or any of them, have or may have arising out of any allegations made in any of the actions comprising the Litigation or pertaining to any of the Released Claims, and no portion of any recovery or settlement to which the Named Plaintiffs, or any of them, may be entitled, has been assigned, transferred, or conveyed by or for the Named Plaintiffs, or any of them, in any manner; and no person other than the Named Plaintiffs has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement as those of the Named Plaintiffs.

21. Subheadings. The headings used in this Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Agreement. In construing this Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

22. Stay of Proceedings. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Agreement.

23. Authority. Each person executing this Settlement Agreement on behalf of any Party warrants that such person has the authority to do so. This Settlement Agreement shall be binding upon, and inure to the benefit of, each of the Settling Parties' respective agents, heirs, executors, administrators, successors, and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed and caused this Agreement to be executed by their duly authorized attorneys below.

**PLAINTIFFS:**

DocuSigned by:
By: Terri Birt
3FAAE61D3274442...
Terri Birt

By:
Carol Cantwell

DocuSigned by:
By: Debra French
95E160FC45D44E7...
Debra French

DocuSigned by:
By: karailee Hamilton
B9CD3A33D39643A...
Karai Hamilton

By:
Henry Henderson

DocuSigned by:
By:
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Paula Honeycutt

By: Michelle Ingrodi
Michelle Ingrodi

DocuSigned by:
By: Jae Jones
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Jae Jones

DocuSigned by:
By: Nabil Khan
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Nabil Khan

DocuSigned by:
By: kaye Mallory
E812E926A18543E...
Kaye Mallory

DocuSigned by:
By: Christina Parlow
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Christina Parlow

DocuSigned by:
By: Cindy Peters
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Cindy Peters

DocuSigned by:
By:
3382896AF8064E8...
Jenny Rossano

DocuSigned by:
By: David Rothberg
63B4AD1B0542467...
David Rothberg

By:
Eliana Salzhauer

DocuSigned by:
By: Connie Sandler
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Connie Sandler

DocuSigned by:
By:
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Diana Tait

DocuSigned by:
By: Demetrios Tsiptsis
C5CB2510F94A414...
Demetrios Tsiptsis

DocuSigned by:
By: ARNETTA VELEZ
F3CA03B43B6A435...
Arnetta Velez

*Approved as to Form:*

By: _____

Amy E. Keller
**DiCello Levitt Gutzler LLC**
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: (312) 214-7900

*Approved as to Form:*

By: _____

Michael R. Reese
**Reese LLP**
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

*Approved as to Form:*

By: _____

Melissa S. Weiner
**Pearson, Simon & Warshaw, LLP**
800 LaSalle Avenue, Suite 2150
Minneapolis, Minnesota 55402
Telephone: (612) 389-0600

*Court Appointed Co-Lead Class Counsel*

*Approved as to Form:*

By: _____

Yeremey Krivoshey
**Bursor & Fisher, P.A.**
1990 North California Blvd., Suite 940
Walnut Creek, CA 94596
Telephone: (925) 300-4455

*Counsel for Plaintiff Honeycutt*

**FAIRLIFE, LLC**

By: _____
Name: ANDREW C. ARQUETTE
Title: CEO

Date: 4/14/22

*Approved as to form:*

By: _____
Mark S. Mester
Robert C. Collins, III
**Latham & Watkins LLP**
330 North Wabash Avenue, Suite 2800
Chicago, Illinois 60611
Telephone: (312) 876-7700

*Attorneys for fairlife, LLC*

**FAIR OAKS FARMS, LLC**

By: _____
Name: Mike McCloskey
Title: President

4-11-22
_____
Date

**SELECT MILK PRODUCERS, INC.**

By: Rance C Miles
Name: Rance C. Miles
Title: Chief Executive Officer

04-07-2022
_____
Date

_____
Mike McCloskey

4-11-22
_____
Date

_____
Sue McCloskey

APRIL 11, '22
_____
Date

*Approved as to Form:*

By: _____ 04/13/2022

Timothy B. Hardwicke
Brian P. Borchard
**GoodSmith Gregg & Unruh LLP**
150 S. Wacker Drive, Suite 3150
Chicago, Illinois 60606
Telephone: (312) 322-1981

*Counsel to Fair Oaks Farms, LLC, Select Milk Producers, Inc., and Mike and Sue McCloskey*

**THE COCA-COLA COMPANY**

By: _____

Name: RUSSELL S. BONDS

Title: ASSOCIATE GENERAL COUNSEL

Date: 4/13/2022

*Approved as to form:*

By: _____

Jeffrey S. Cashdan
**King & Spalding LLP**
1180 Peachtree Street, N.E.
Atlanta, Georgia 30309
Telephone: (404) 572-4600

Rachael M. Trummel
**King & Spalding LLP**
110 North Wacker Drive, Suite 3800
Chicago, Illinois 60606
Telephone: (312) 995-6333

*Attorneys for The Coca-Cola Company*

# Exhibit A

*In re: fairlife Milk Products Marketing & Sales Litigation*
Class Action Settlement

**CLAIM FORM**

<<BARCODE>> Unique ID:<<UniqueID>>
<<NAME1>>
<<NAME2>>
<<ADDRESS1>>
<<ADDRESS2>>
<<CITY, ST, ZIP>>
<<COUNTRY>>

TO RECEIVE A CASH PAYMENT FROM THIS SETTLEMENT, YOU MUST COMPLETE AND SUBMIT A CLAIM FORM ON OR BEFORE **CLAIMS FILING DEADLINE**.

Please submit **one (1) Claim Form per household**; multiple claim forms for the same household will not be processed.

You are a Settlement Class Member and are eligible to participate in the settlement if you are in the United States, its territories, or the District of Columbia and purchased, for personal use, any Covered Product included in the eligible product list accompanying this Claim Form on or before Preliminary Approval Date and you are not an Excluded Party. Purchases for resale are not eligible for participation.

"Excluded Parties" include (1) Defendants and their respective subsidiaries and affiliates, employees, officers, directors, agents, and their family members, (2) any party who has submitted a valid Opt-Out, and/or (2) the judges who have presided over these cases.

NOTE: Electronic payment will be initiated through email for eligible claimants if an email address is provided; please keep a valid email address on file with the Claims Administrator. If you do not provide an email address and are deemed eligible, you will receive a check via USPS.

Capitalized terms are defined further in the Notice and Settlement Agreement, both of which are available on the website, [website URL].

**SECTION I: CLAIMANT INFORMATION**

Claimant's First Name MI Last Name

OR

Claimant Business' Name (only if claiming for a business and Claimant business' purchases were used by the business/staff, not for resale.)

Claimant Address (address of individual or business claimant, as applicable)

Address 1 (street name and number)

Address 2 (apartment, unit, suite or box number)

City State ZIP Code

Contact Telephone Number

- -

Contact Email Address

## SECTION II: PURCHASES

Only purchases made through Preliminary Approval Date are eligible. Purchases made after Preliminary Approval Date are not eligible and should not be claimed. Only products purchased for personal use may be claimed; **purchases made for resale are not eligible**.

"Valid Proof of Purchase" means verifiable documentation of a transaction that reflects the purchase of one or more Covered Products on or before the Preliminary Approval Date. Examples may include but are not limited to store receipts, milk bottles, or any other contemporaneous record of purchase that is objectively verifiable.

You are eligible to receive a 25% Cash Award reimbursement for Covered Purchases with a maximum reimbursement of $100.00. You may receive up to $20.00 without Valid Proof of Purchase. You may separately receive up to $80.00 in reimbursement if you provide Valid Proof of Purchase with your Claim Form.

**You do not need to note the price you paid.** The Product Code Chart below indicates the average price of each Covered Product, which will be used for calculating your award.

You may still file online at [website URL] even if you need to submit Valid Proof of Purchase documentation. A document upload option is available for your convenience on the website. If you submit receipts via US Mail, please send copies, as originals cannot be returned to you.

If your claimed purchases total $80.00 or less based on the average prices for those products and you do not submit any Valid Proof of Purchase, you are eligible for a Cash Award of up to $20.00. You may also provide Valid Proof of Purchase for up to $320.00 in purchases of Covered Products based on the average prices for the products to be eligible to receive a Cash Award of up to $80.00. You can receive both the maximum Cash Award for documented and undocumented purchases for a maximum total Cash Award of $100.00 per household.

For each Product Code you enter below from the Product Code chart on the next page, the Quantity Purchased should include all purchases made on or before Preliminary Approval Date. You do not need to separate purchases by or specify the date of purchase.

| Product Code (see list below) | Quantity Purchased | Valid Proof of Purchase (Receipt) Provided?<br>Valid Proof of Purchase (ONLY REQUIRED if the sum of the average retail price(s) of the Covered Products included in your claim exceeds $80.00) |
|---|---|---|
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |
| | | ☐ Yes ☐ No |

**PRODUCT CODE CHART**

Please note, the website, [website URL], includes an informational tab with descriptions of the Covered Products below. You may also contact the Claims Administrator by calling toll-free at 1-855-604-1865 to request a list of the Covered Products by mail.

| Product Type | Product Size | Average Retail Price | Product Code |
|---|---|---|---|
| Fair Oaks Farms Milk | Half Pint | $0.79 | F22 |
| | 11.5oz-12oz, 16oz, or Pint | $1.89 | F23 |
| | 1.5 liter, 52 oz, or 64 oz | $3.69 | F24 |
| | Gallon | $3.99 | F25 |
| Fair Oaks Farms Ice Cream | Pint | $6.29 | F26 |
| | 3 Gallon | $49.99 | F27 |
| Fair Oaks Farms Butter | Per Unit | $4.39 | F28 |
| Fair Oaks Farms Yogurt | Small | $2.99 | F29 |
| | Large | $4.99 | F32 |
| Fair Oaks Farms Eggnog | Per Unit | $4.99 | F34 |
| fairlife Ultra-Filtered Milk | 8oz 6-Pack | $6.16 | L22 |
| | 8oz 12-Pack | $10.40 | L23 |
| | 11.5oz Single | $2.09 | L24 |
| | 14oz Single | $2.99 | L25 |
| | 52oz Single | $4.04 | L26 |
| | 52oz 2-Pack | $6.61 | L27 |
| | 52oz 3-Pack | $9.00 | L28 |
| | Any Other UFM Product Not Listed Above | $2.09 | L29 |
| fairlife DHA Milk | 8oz 4-Pack | $5.41 | L32 |
| | 52oz Single | $4.48 | L33 |
| | 52oz 2-Pack | $6.87 | L34 |
| | Any Other DHA Product Not Listed Above | $4.48 | L35 |
| fairlife Core Power Protein Shakes | 8oz Single | $2.50 | L36 |
| | 8oz 4-Pack | $7.05 | L37 |
| | 11.5oz. Single | $3.39 | L38 |
| | 11.5oz 12-Pack | $26.22 | L39 |
| | 14oz Single | $3.25 | L42 |
| | 14oz 12-Pack | $27.20 | L43 |
| | Any Other Core Power Protein Shake Product Not Listed Above | $2.50 | L44 |

**Product Code Chart Continued on Next Page**

**Product Code Chart, Continued:**

| Product Type | Product Size | Average Retail Price | Product Code |
|---|---|---|---|
| fairlife Core Power Elite Protein Shakes | 14oz Single | $4.07 | L45 |
| | 14oz 8-Pack | $22.47 | L46 |
| | 14oz 12-Pack | $38.57 | L47 |
| | Any Other Core Power Elite Protein Shake Product Not Listed Above | $4.07 | L48 |
| fairlife Core Power Light Protein Shakes | 11.5oz Single | $3.25 | L49 |
| | 11.5oz 12-Pack | $24.10 | L52 |
| | Any Other Core Power Light Protein Shake Product Not Listed Above | $3.25 | L53 |
| fairlife Yup! Ultra-Filtered Milk | 14oz Single | $2.17 | L54 |
| | 14 oz 12-Pack | $24.79 | L55 |
| | Any Other Yup! Product Not Listed Above | $2.17 | L56 |
| fairlife Nutrition Plan | 11.5oz Single | $2.71 | L57 |
| | 11.5oz 4-Pack | $7.14 | L58 |
| | 11.5oz 12-Pack | $16.20 | L59 |
| | 11.5oz 18-Pack | $24.99 | L62 |
| | Any Other Nutrition Plan Not Listed Above | $2.71 | L63 |
| fairlife Smart Snacks | 8oz Single | $2.21 | L64 |
| | 8oz 4-Pack | $7.95 | L65 |
| | 8oz 12-Pack | $27.23 | L66 |
| | Any Other Smart Snacks Product Not Listed Above | $2.21 | L67 |
| fairlife Good Moo'd | Per Unit | $4.02 | L68 |
| fairlife Yogurt | Per Unit | $4.93 | L69 |
| fairlife Ice Cream | Per Unit | $4.43 | L72 |
| fairlife Creamer | Per Unit | $3.15 | L73 |

## SECTION III: CERTIFICATION AND SIGNATURE

**AFFIRMATION (required):** By signing below, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, that I purchased the products I have listed in my Claim Form, and that I believe I am a Settlement Class Member entitled to the relief requested by submitting this Claim Form.

Signature of Claimant:

Date:

☐☐ – ☐☐ – ☐☐
MM DD YY

## SECTION IV: METHODS OF SUBMISSION

**ONLINE**:

To submit a Claim for a payment from the Settlement Fund, you may complete your claim online at [website URL] using the Unique ID above. The deadline to file a claim online is **Claims Filing Deadline.**

If your claim includes purchases of Covered Products that total $80.00 or more based on average retail price(s), you must upload your receipts while filing online.

**MAILED CLAIM FORM**:

Alternatively, you may complete the Claim Form above and submit it by U.S. Mail addressed to:

In re: fairlife Milk Products Litigation
P.O Box 5569
Portland, OR 97228-5569

If you send in a Claim Form by regular mail, it must be postmarked on or before **Claims Filing Deadline**.

If you submit receipts in support of your claim via US Mail, please send copies as originals cannot be returned to you.

**QUESTIONS**:
For additional information and answers to frequently asked questions, visit [website URL] or call 1-855-604-1865.

# Exhibit B

# If you or your business purchased fa!rlife or Fair Oaks Farms Milk Products, you may be entitled to a Cash Award from a class action settlement.

A settlement has been reached in a class action lawsuit stating Defendants falsely labeled and marketed certain dairy products (sold under the brand names "fa!rlife" or "FOF") produced using milk from cows that were allegedly not treated humanely. Defendants deny all allegations, and the Court has not decided who is right. For a list of the Covered Products, visit www.XXXXXXXXXXXX.com. If you purchased one or more of these products, you are included in the Settlement.

A $21 million Settlement Fund has been created to pay Class Members who submit valid claims. The deadline to file a claim is **MONTH DAY, 20XX**. Claims can be quickly and easily submitted online at www.XXXXXXXXXXXX.com. You can also download a paper claim from the website or by calling the phone number below. If you do not want to be bound by the Settlement you must exclude yourself by **MONTH DAY, 20XX**. If you do not exclude yourself, you may object to the Settlement by **MONTH DAY, 20XX**.

This notice is only a short summary of the lawsuit and your rights. Detailed information about the claims in the lawsuit, the Defendants' reply and all of your rights if you are a Class Member is available at www.XXXXXXXXXXXX.com or by calling toll-free 1-XXX-XXX-XXXX.

Claims Administrator
P.O. Box XXXX
Portland, OR 97XXX-XXXX

**If you or your business purchased fa!rlife or Fair Oaks Farms Milk Products, you may be entitled to a Cash Award from a class action settlement.**

<<MAIL ID>>

<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>
<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>

**What Is This Notice About?** A settlement has been reached in a class action lawsuit stating Defendants falsely labeled and marketed certain dairy products (sold under the brand names "fa!rlife" or "FOF") produced using milk from cows that were allegedly not treated humanely. Defendants deny all allegations, and the Court has not decided who is right.

**Who's In the Settlement? You are receiving this notice as records indicate you may be a Class Member.** You are a Settlement Class Member if you purchased, for personal use and not for resale, any fa!rlife or FOF Covered Product on or before Month DD, 2022. For a list of the Covered Products, visit www.XXXXXXXXXXXX.com.

**What does the Settlement Provide?** The $21 million Settlement Amount will provide Cash Awards to Settlement Class Members who submit valid claims. Settlement Class Members are eligible to receive a 25% Cash Award reimbursement for Covered Purchases with a maximum reimbursement of $100. Claims with Valid Proof of Purchase may be eligible to receive a maximum of $80 as a Cash Award. Claims without Valid Proof of Purchase may be eligible to receive a maximum of $20 as a Cash Award. Settlement Class Members may submit Claims with and without Valid Proof of Purchase. The cost of notice and administration for the Settlement, attorneys' fees and costs, and service awards to the Named Plaintiffs will also be paid out of the Settlement Amount, if approved by the Court.

**What are Your Options?** If you are a Settlement Class Member, you must fill out and submit a Claim Form to qualify for a Cash Award. You can quickly and easily file your Claim online at www.XXXXXXXXXXXX.com. You can also download a paper Claim Form from the website or get one by calling the Claims Administrator at 1-XXX-XXX-XXXX. The completed Claim Form must be submitted online by **Month DD, 20XX**, or by mail postmarked by **Month DD, 20XX**.

If you do not want a Cash Award, and want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the settlement class. Unless you exclude yourself from the Settlement Class, you will remain in the Settlement Class, and that means you cannot sue, continue to sue or be part of any other lawsuit against the Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. Your request for exclusion must be submitted online at www.XXXXXXXXXXXX.com or by mail postmarked by **Month DD, 20XX**. If you do not exclude yourself from the Settlement, you may object to the Settlement if you do not like any part of it. The deadline to object is **Month DD, 20XX**.

The Court will hold a Fairness Hearing at **_:__ _.m. on Month DD, 20XX**, to hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You may appear at the Fairness Hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

This notice summarizes the proposed Settlement. More information on the lawsuit and your rights are available at www.XXXXXXXXXXXX.com or by calling toll-free 1-XXX-XXX-XXXX.

Email Notice

To: <<Class Member Email>>
From: Settlement Administrator <noreply@XXXXXXXXXXXXXXX.com>
Subject: fa!rlife Milk Products Class Action Settlement

# If you or your business purchased fa!rlife or Fair Oaks Farms Milk Products, you may be entitled to a Cash Award from a class action settlement.

**What Is This Notice About?** A settlement has been reached in a class action lawsuit stating Defendants falsely labeled and marketed certain dairy products (sold under the brand names "fa!rlife" or "FOF") produced using milk from cows that were allegedly not treated humanely. Defendants deny all allegations, and the Court has not decided who is right.

**Who's In the Settlement? You are receiving this email as records indicate you may be a Class Member.** You are a Settlement Class Member if you purchased, for personal use and not for resale, any fa!rlife or FOF Covered Product on or before Month DD, 2022. For a list of the Covered Products, visit the Settlement Website here.

**What does the Settlement Provide?** The $21 million Settlement Amount will provide Cash Awards to Settlement Class Members who submit valid claims. Settlement Class Members are eligible to receive a 25% Cash Award reimbursement for Covered Purchases with a maximum reimbursement of $100. Claims with Valid Proof of Purchase may be eligible to receive a maximum of $80 as a Cash Award. Claims without Valid Proof of Purchase may be eligible to receive a maximum of $20 as a Cash Award. Settlement Class Members may submit Claims with and without Valid Proof of Purchase. The cost of notice and administration for the Settlement, attorneys' fees and costs, and service awards to the Named Plaintiffs will also be paid out of the Settlement Amount, if approved by the Court.

**What are Your Options?** If you are a Settlement Class Member, you must fill out and submit a Claim Form to qualify for a Cash Award. You can quickly and easily file your Claim online here. You can also download a paper Claim Form from the website or get one by calling the Claims Administrator at 1-XXX-XXX-XXXX. The completed Claim Form must be submitted online by **Month DD, 20XX**, or by mail postmarked by **Month DD, 20XX.**

If you do not want a Cash Award, and want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the settlement class. Unless you exclude yourself

from the Settlement Class, you will remain in the Settlement Class, and that means you cannot sue, continue to sue or be part of any other lawsuit against the Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. Your request for exclusion must be submitted online here or by mail postmarked by **Month DD, 20XX**. If you do not exclude yourself from the Settlement, you may object to the Settlement if you do not like any part of it. The deadline to object is **Month DD, 20XX.**

The Court will hold a Fairness Hearing at **_:__ _.m. on Month DD, 20XX**, to hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You may appear at the Fairness Hearing, but you are not required to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

This notice summarizes the proposed Settlement. More information on the lawsuit and your rights are available at the Settlement Website or by calling toll-free 1-XXX-XXX-XXXX.

# Exhibit C

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS

# If you or your business purchased fa!rlife or Fair Oaks Farms Milk Products, you may be entitled to a Cash Award from a class action settlement.

**SI DESEA RECIBIR ESTA NOTIFICACIÓN EN ESPAÑOL, LLÁMENOS O VISITE NUESTRA PÁGINA WEB**

*A federal court has authorized this Notice. This is not a solicitation from a lawyer. Your legal rights are affected whether you act or do not act. Please read this Notice carefully.*

- A $21 million Settlement has been reached in a class action lawsuit filed against Defendants The Coca-Cola Company ("TCCC"), fairlife, LLC ("fairlife"), Fair Oaks Farms, LLC ("FOF"), Mike McCloskey and Sue McCloskey ("the McCloskeys"), and Select Milk Producers, Inc. ("Select"), relating to fairlife and FOF Milk Products. The lawsuit alleges that Defendants falsely labeled and marketed certain dairy products produced using milk from cows that were allegedly not treated humanely. Defendants deny all allegations and have settled this lawsuit to avoid further litigation. The Court has not decided who is right.
- You may submit a Claim Form to receive 25% of the average retail purchase price, up to $100, for your purchases of fairlife Milk Products and FOF Milk Products, if the products were purchased for personal use and not for resale, and were purchased on or before **Month DD, 2022** (see Question 6 for a complete list of the Covered Products). Claim Forms submitted without Valid Proof of Purchase will be capped at a Cash Award of up to $20 and Claim Forms submitted with Valid Proof of Purchase will be capped at a Cash Award of up to $80, subject to certain adjustments (upward and downward) depending on the number of claims submitted.
- Your legal rights are affected whether or not you act. ***Please read this notice carefully***.

| YOUR RIGHTS AND CHOICES | | DEADLINE |
|---|---|---|
| **Submit a Claim Form** | The only way to get a Cash Award is to submit a Claim Form with and/or without Valid Proof of Purchase. | Submit a Claim Form by: **Month DD, 20YY** |
| **Exclude Yourself (Opt Out)** | Get no Cash Award but keep any right to file your own lawsuit against Defendants about the legal claims in this case. | Request Exclusion by: **Month DD, 2022** |
| **Object** | Tell the Court why you do not like the Settlement. If approved, you will still be bound by the Settlement, and you may still file a Claim Form for a Cash Award. | File an Objection by: **Month DD, 2022** |
| **Attend A Hearing** | Ask to speak in Court about why you do not support the proposed Settlement or any of its provisions. The Fairness Hearing is **Month DD, 2022**. | File Notice of Appearance by: **Month DD, 2022** |
| **Do Nothing** | Get no Cash Award. Give up legal rights. | |

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Awards will be sent if the Court approves the Settlement and after appeals are resolved. Please be patient.

## WHAT THIS NOTICE CONTAINS

**BASIC INFORMATION ..... PAGE 3**
1. Why should I read this Notice?
2. What is this lawsuit about?
3. What is a class action?
4. Why is there a Settlement?

**WHO IS IN THE SETTLEMENT ..... PAGE 3**
5. Am I part of the Settlement?
6. What are the Covered Products?

**THE SETTLEMENT BENEFITS — WHAT YOU GET ..... PAGE 6**
7. What does the Settlement provide?
8. What can I get from the Settlement?

**HOW TO GET BENEFITS FROM THE SETTLEMENT ..... PAGE 6**
9. How can I get my Cash Award?
10. When will I receive my Cash Award?
11. What am I giving up to receive these Settlement benefits?

**THE LAWYERS REPRESENTING YOU ..... PAGE 7**
12. Do I have lawyers in this case?
13. How will the lawyers be paid?

**YOUR RIGHTS — EXCLUDING YOURSELF FROM THE SETTLEMENT ..... PAGE 8**
14. How do I get out of the Settlement?
15. If I exclude myself, can I get anything from this Settlement?

**YOUR RIGHTS — OBJECTING TO THE SETTLEMENT ..... PAGE 8**
16. How do I tell the Court that I do not like the Settlement?
17. What is the difference between objecting and asking to be excluded?

**YOUR RIGHTS — APPEARING AT THE FAIRNESS HEARING ..... PAGE 9**
18. When and where will the Court decide whether to approve the Settlement?
19. Do I have to attend the Fairness Hearing?
20. May I speak at the Fairness Hearing?

**YOUR RIGHTS — DO NOTHING ..... PAGE 10**
21. What happens if I do nothing at all?

**GETTING MORE INFORMATION ..... PAGE 10**
22. Are there more details about the Settlement?
23. How do I get more information?

# BASIC INFORMATION

## 1. Why should I read this Notice?

A Court has preliminarily established, or "certified," this case as a class action lawsuit for purposes of settlement.

This Notice explains the class action lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get the benefits. If you are a Settlement Class Member, you have legal rights and options before the Court decides whether to give final approval to the proposed Settlement. This Notice explains all of these things. For the precise terms and conditions of the Settlement, please review the Settlement agreement, available at [website URL].

The Court in charge of this case is the United States District Court for the Northern District of Illinois. The lawsuit is known as *In re fairlife Milk Products Marketing and Sales Practices Litigation*, MDL No. 2909, Lead Case No. 1:19-cv-03924-RMD-MDW.

## 2. What is this lawsuit about?

This lawsuit asserts claims for, among other things, breach of express and implied warranty, unjust enrichment, common law fraud, intentional and negligent misrepresentation, and violations of certain state consumer protection, false advertising, and unfair competition statues.

The lawsuit alleges that Defendants falsely labeled and marketed certain dairy products using milk produced from cows that were allegedly not treated humanely. The Named Plaintiffs allege that they would not have paid as much for the Milk Products had they known that the cows were not treated humanely. Defendants deny all allegations. The Court has not decided who is right.

## 3. What is a class action?

In a class action lawsuit, one or more persons or entities called named plaintiffs sue on behalf of other persons and entities that have similar claims. The people and entities together are a "Settlement Class" or "Settlement Class Members." In this lawsuit, the people who sued are called the "Named Plaintiffs." The company and people they are suing, The Coca-Cola Company, fairlife, LLC, Fair Oaks Farms, LLC, Mike McCloskey and Sue McCloskey, and Select Milk Producers, Inc., are called the "Defendants." One court resolves the issues for everyone in the Settlement Class, except for those people who choose to exclude themselves (opt out) from the Settlement Class.

## 4. Why is there a Settlement?

The Court has not decided in favor of the Named Plaintiffs or the Defendants. Instead, both sides agreed to a Settlement. By agreeing to settle, both sides avoid the cost and risk of a trial, and Settlement Class Members who submit a valid Claim Form will get a Cash Award. The Named Plaintiffs and Class Counsel believe the Settlement is best for the Settlement Class and represents a fair, reasonable and adequate resolution of the lawsuit.

The Defendants deny the claims in the lawsuit; deny all allegations of wrongdoing, fault, liability or damage to the Named Plaintiffs and the Settlement Class; and deny that they acted improperly or wrongfully in any way. Defendants nevertheless recognize the expense and time that would be required to defend the lawsuit through trial and have taken this into account in agreeing to this Settlement.

# WHO IS IN THE SETTLEMENT?

To see if you are eligible for benefits, you first have to determine if you are a Settlement Class Member.

## 5. Am I part of the Settlement?

You are a Settlement Class Member if you are a Person (as defined below) in the United States, its territories, and/or the District of Columbia who purchased, for personal use and not for resale, any Covered Product on or before Month DD, 2022. The fairlife and FOF milk "Covered Products" included in the Settlement include the products listed in Question 6.

"Person" is defined as an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual's or entity's spouse, heirs, predecessors, successors, representatives, and assignees.

Excluded from the Settlement are: (i) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members; (ii) Class Counsel; (iii) the judges who have presided over the Litigation; (iv) local, municipal, state, and federal governmental agencies; and (v) all persons who have timely submitted a request for exclusion (opt-out) from the Settlement Class in compliance with the Court's Orders.

If you are unsure whether you are included, you can call or email the Claims Administrator at 1-___-___-____ or _____@___.com. Epiq Class Action and Claims Solutions, Inc. is the Claims Administrator for the Settlement.

## 6. What are the Covered Products?

The "Covered Products" are all fairlife Milk Products and all FOF Milk Products, including the following, which lists the container size and the agreed average retail price:

| | | | |
|---|---|---|---|
| **fairlife Ultra-Filtered Milk (UFM)** | | | |
| All container sizes; all grades; all fat contents, including but not limited to whole, 2%, 1%, and skim; and all flavors, including but not limited to original/plain, chocolate/mocha, vanilla, and strawberry. | | | |
| 8oz 6-Pack | $6.16 | 8oz 12-Pack | $10.40 |
| 11.5oz Single | $2.09 | 14oz Single | $2.99 |
| 52oz Single | $4.04 | 52oz 2-Pack | $6.61 |
| 52oz 3-Pack | $9.00 | Any Other UFM Product Not Listed Above | $2.09 |
| **fairlife DHA Milk** | | | |
| All container sizes; all grades; all fat contents, including but not limited to whole and 2%; and all flavors, including but not limited to original/plain and chocolate/mocha. | | | |
| 8oz 4-Pack | $5.41 | 52oz Single | $4.48 |
| 52oz 2-Pack | $6.87 | Any Other DHA Product Not Listed Above | $4.48 |
| **fairlife Core Power Protein Shakes** | | | |
| All container sizes; all grades; and all flavors, including but not limited to banana, chocolate/mocha, coffee, strawberry, vanilla, and honey. | | | |
| 8oz Single | $2.50 | 8oz 4-Pack | $7.05 |
| 11.5oz. Single | $3.39 | 11.5oz 12-Pack | $26.22 |
| 14oz Single | $3.25 | 14oz 12-Pack | $27.20 |
| Any Other Core Power Protein Shake Product Not Listed Above | | | $2.50 |
| **fairlife Core Power Elite Protein Shakes** | | | |
| All container sizes; all grades; and all flavors, including but not limited to chocolate/mocha, strawberry, and vanilla. | | | |
| 14oz Single | $4.07 | 14oz 8-Pack | $22.47 |
| 14oz 12-Pack | $38.57 | Any Other Core Power Elite Protein Shake Product Not Listed Above | $4.07 |

| fairlife Core Power Light Protein Shakes | | | |
|---|---|---|---|
| All container sizes; all grades; and all flavors, including but not limited to chocolate/mocha. | | | |
| 11.5oz Single | $3.25 | 11.5oz 12-Pack | $24.10 |
| Any Other Core Power Light Protein Shake Product Not Listed Above | | | $3.25 |
| **fairlife Yup! Ultra-Filtered Milk** | | | |
| All container sizes; all grades; all fat contents, including but not limited to 2% and 1%; and all flavors, including but not limited to original/plain, chocolate/mocha, vanilla, cookies & creamiest, and strawberry. | | | |
| 14oz Single | $2.17 | 14 oz 12-Pack | $24.79 |
| Any Other Yup! Product Not Listed Above | | | $2.17 |
| **fairlife Nutrition Plan** | | | |
| All container sizes; all grades; and all flavors, including but not limited to chocolate/mocha, coffee, vanilla, salted caramel, and strawberry. | | | |
| 11.5oz Single | $2.71 | 11.5oz 4-Pack | $7.14 |
| 11.5oz 12-Pack | $16.20 | 11.5oz 18-Pack | $24.99 |
| Any Other Nutrition Plan Not Listed Above | | | $2.71 |
| **fairlife Smart Snacks** | | | |
| All container sizes; all grades; and all flavors, including but not limited to chocolate/mocha, vanilla, and strawberry. | | | |
| 8oz Single | $2.21 | 8oz 4-Pack | $7.95 |
| 8oz 12-Pack | $27.23 | Any Other Smart Snacks Product Not Listed Above | $2.21 |
| **fairlife Good Moo'd** | | **fairlife Yogurt** | |
| All container sizes; all grades; and all fat contents, including but not limited to whole, 2%, and skim; and all flavors, including but not limited to original/plain. | | All container sizes; all grades; and all flavors, including but not limited to blueberry, peach, plain, strawberry, and vanilla. | |
| Per Unit | $4.02 | Per Unit | $4.93 |
| **fairlife Ice Cream** | | **fairlife Creamer** | |
| All container sizes; all grades; and all flavors, including but not limited to butter pecan, caramel toffee crunch, chocolate, chocolate peanut butter, cookie dough, cookies and cream, dark cherry chunk, double fudge brownie, java chip, mint chip, and vanilla. | | All container sizes; all grades; and all flavors, including but not limited to sweet cream, hazelnut, vanilla, and caramel. | |
| Per Unit | $4.43 | Per Unit | $3.15 |

| FOF Milk | | | |
|---|---|---|---|
| All container sizes, grades, fat contents, and flavors including but not limited to whole, 2%, 1%, skim, and chocolate. | | | |
| FOF Half Pint | $0.79 | FOF 11.5 oz-12.0 oz, 16 oz, Pint | $1.89 |
| FOF 1.5 Liter, 52 oz, 64 oz | $3.69 | FOF Gallon | $3.99 |
| **FOF Ice Cream** | | | |
| All container sizes and flavors including but not limited to vanilla, chocolate, strawberry, butter pecan, cookies and cream, and mint. | | | |
| FOF Pint | $6.29 | FOF 3 Gallon | $49.99 |
| **FOF Yogurt** | | | |
| Including but not limited to all container sizes and styles including Greek. | | | |
| FOF Small | $2.99 | FOF Large | $4.99 |
| **FOF Butter** | | **FOF Eggnog** | |
| All container sizes and flavors including but not limited to all natural butter, garlic & parsley, honey, and cinnamon. | | FOF Eggnog | $4.99 |
| FOF Butter | $4.39 | | |

## THE SETTLEMENT BENEFITS – WHAT YOU GET

### 7. What does the Settlement provide?

The $21 million Settlement Amount will provide Cash Awards to Settlement Class Members who submit valid claims. Settlement Class Notice and Administrative Costs, Attorneys' Fees and Costs, and Service Awards to the Named Plaintiffs will also be paid out of the Settlement Amount, if approved by the Court.

### 8. What can I get from the Settlement?

**Cash Award:** If you submit a valid Claim Form, you may receive 25% of the average retail purchase price for your purchase of fairlife Milk Products and/or FOF Milk Products (see Question 6 for a list of Covered Products) for a maximum Cash Award of $100 per household, subject to certain capped limits and adjustments (upward or downward) depending on the number of claims filed, so long as the products were purchased for personal use and not for resale and were purchased on or before **Month DD, 2022**.

- **Claims *without* Valid Proof of Purchase:** Claimants who submit a Claim Form without Valid Proof of Purchase may be eligible to receive a maximum of $20 as a Cash Award.
- **Claims *with* Valid Proof of Purchase:** Claimants who submit a Claim Form with Valid Proof of Purchase may be eligible to receive a maximum of $80 as a Cash Award.
- **Claims *with* and *without* Valid Proof of Purchase:** Claim Forms submitted with and without Valid Proof of Purchase are allowed, and claimants who submit such Claim Forms may be eligible to receive a maximum of $100 as a Cash Award. *Note: if you submit Valid Proof of Purchase for all claims, you are still eligible to receive a maximum of $100 as a Cash Award.*
- Valid Proof of Purchase means verifiable documentation of a transaction that reflects the purchase of one or more Covered Products on or before Month DD, 2022. Examples may include but are not limited to store receipts, milk bottles, or any other contemporaneous record of purchase that is objectively verifiable.

**Claims are limited to one Claim Form per household.**

If the total amount of Cash Awards exceed the amount available in the Settlement Fund, then each Cash Award will be proportionately reduced on a *pro rata* basis (equal share) to exhaust the Settlement Fund.

If any funds remain in the Settlement Fund after all Cash Awards are made, Settlement Class Members will be entitled to certain additional *pro rata* (equal share) distributions. After that, subject to the Court's approval, any amount remaining in the Settlement Fund will be donated equally to the U.S. Dairy Education & Training Consortium and The Center for Food Safety.

## HOW TO GET BENEFITS FROM THE SETTLEMENT

### 9. How can I get my Cash Award?

If you are a Settlement Class Member, you must fill out and submit a Claim Form to qualify for a Cash Award. You can file your Claim at [website URL]. You can also download a paper Claim Form from the website or get one by calling the Claims Administrator at 1-___-___-___. The completed Claim Form must be submitted online by **Month DD, 20YY**, or by mail at the address below, **postmarked** by **Month DD, 20YY**.

In re fairlife Milk Products Litigation
P.O. Box ___
Portland, OR ___-___

Upon receiving a completed Claim Form, the Claims Administrator will review the documentation and confirm or deny your eligibility for a Cash Award.

### 10. When will I receive my Cash Award?

The Court will hold a hearing on **Month DD, 2022**, at **_:__ _.m.** (which is subject to change), to decide whether to finally approve the Settlement. Even if the Court finally approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. If you file a valid Claim Form, you will not receive a Cash Award until any appeals are resolved. Please be patient.

### 11. What am I giving up to receive these Settlement benefits?

Unless you exclude yourself ("opt out") from the Settlement Class by timely submitting a request for exclusion from the Settlement Class, you will remain in the Settlement Class, and that means you cannot sue, continue to sue or be part of any other lawsuit against the Defendants about the legal issues in this case. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the Claim Form, you will agree to a Release of claims that describes exactly the legal claims that you give up if you get Settlement benefits. The Release is defined and detailed in the Settlement Agreement, which is available at [website URL].

## THE LAWYERS REPRESENTING YOU

### 12. Do I have lawyers in this case?

The Court has appointed attorneys from the law firms DiCello Levitt Gutzler LLC; Pearson, Simon, & Warshaw, LLP; and Reese LLP to represent you and the other Settlement Class Members. The lawyers are called Class Counsel. They are experienced in handling similar class action cases. 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.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. ***Please do not contact the Court***.

| | | |
|---|---|---|
| Amy E. Keller<br>DiCello Levitt Gutzler LLC<br>Ten North Dearborn St., Sixth Fl.<br>Chicago, IL 60602<br>Tel: 312-214-7900<br>Email: info@____.com | Melissa S. Weiner<br>Pearson, Simon & Warshaw, LLP<br>800 LaSalle Avenue, Suite 2150<br>Minneapolis, MN 55402<br>Tel: 612-389-0600<br>Email: info@____.com | Michael R. Reese<br>Reese LLP<br>100 West 93rd Street, 16th Fl.<br>New York, NY 10025<br>Tel: 212-643-0500<br>Email: info@____.com |

### 13. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees up to one-third (1/3) ($7 million) of the $21 million Settlement Amount, and in addition to fees, seek reimbursement of litigation costs plus reasonable costs incurred through the Effective Date. Any award of attorneys' fees and costs will be paid from the Settlement Amount. Class Counsel will also ask the Court for Service Awards of $3,500 for each of the Named Plaintiffs. The purpose of the Service Awards is to compensate the

Named Plaintiffs for their time, efforts, and risks taken on behalf of the Settlement Class. Any Service Award payment to the Named Plaintiffs will be paid from the Settlement Amount. The Court may award less than these amounts. Class Counsel's Motion for Attorneys' Fees and Expenses will be available at [website URL] once it has been filed.

## YOUR RIGHTS – EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do *not* want a Cash Award, and want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Settlement (get out of the Settlement). This is called "excluding yourself"—or is sometimes referred to as "opting out" of the settlement class.

### 14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a written "request for exclusion" that includes the following:

- Your name;
- Your address;
- Your telephone number;
- A brief statement explaining the Covered Products you purchased to confirm your membership in the Settlement Class;
- Your personal signature; and
- A statement that indicates a desire to exclude yourself from the Settlement Class must be provided.

Your request for exclusion must be submitted online and verified at [website URL] or mailed via U.S. Mail, **postmarked** by **Month DD, 20YY**, to:

In re fairlife Milk Products Litigation
P.O. Box ___
Portland, OR ___-___

Instead of sending a written "request for exclusion", you may exclude yourself from the Settlement by visiting [website URL] and following the instructions provided to exclude yourself.

Only individual requests for exclusion are allowed. "Mass" or "class" requests for exclusion are not allowed according to the terms of the Settlement.

If you do not follow these procedures and deadlines, you will remain a Settlement Class Member and lose any opportunity to exclude yourself from the Settlement. This means that your rights will be determined in this lawsuit by the Settlement Agreement if it receives final approval from the Court.

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

No. If you exclude yourself, you cannot receive a Cash Award. However, you may sue, continue to sue, or be part of a different lawsuit against the Defendants. If you send in a Request for Exclusion and later change your mind, you may rescind your request by timely submitting a Claim Form to the Claims Administrator to obtain benefits of the Settlement.

## YOUR RIGHTS – OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 16. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. You cannot ask the Court for a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval of the Settlement, no Cash Awards will be sent out, and the lawsuit will continue. If that is what you want to happen, you must object.

To object, you must file a written objection, which includes the following information:

- Your name, address, and telephone number;
- A statement of whether you are represented by counsel and if so, contact information for your counsel;
- Evidence showing you as an objector are a Settlement Class Member;
- A statement as to whether your objection applies to you as a Settlement Class Member or if it applies to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;
- Any other supporting papers, materials, or briefs that you wish the Court to consider when reviewing your objection;
- Your actual written or electronic signature as the objector; and
- A statement regarding whether you and/or your counsel intend to appear at the Fairness Hearing.

Your objection must be submitted to the Court either by filing it with the Court or by mailing it via U.S. Mail to the Court postmarked by **Month DD, 2022**, to the following address:

Class Action Clerk
United States District Court
Northern District of Illinois Eastern Division
219 S. Dearborn Street
Chicago, IL 60604

If you file a timely objection, it will be considered by the Court at the Fairness Hearing. You do not need to attend the Fairness Hearing for the Court to consider your objection.

### 17. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

## YOUR RIGHTS – APPEARING AT THE FAIRNESS HEARING

The Court will hold a "Fairness Hearing" to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

### 18. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at _:__ _.m. on **Month XX, 2022**, at the United States District Court for the Northern District of Illinois, Eastern Division, 219 S. Dearborn Street, Chicago, IL 60604, in Courtroom 2303.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. If there are objections, the Court will consider them. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

Note: The date and time of the Fairness Hearing are subject to change by Court Order. Any change will be posted [website URL]. You should check the website to confirm that the date and/or time have not changed.

### 19. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer all questions the Judge may have. However, you are welcome to attend the hearing at your own expense. If you submit an objection, you do not have to attend the hearing to talk about your objection. As long as you postmarked or filed your written objection by the deadline, the Judge will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 20. May I speak at the Fairness Hearing?

If you wish to appear at the Fairness Hearing and orally present your objection to the Court, your written objection must include your statement of intent to appear at the Fairness Hearing.

## YOUR RIGHTS – DO NOTHING

### 21. What happens if I do nothing at all?

If you fit the Settlement Class definition described above and do nothing, you will be part of the Settlement Class, but you will not get a Cash Award from the Settlement. Unless you request to exclude yourself from the Settlement, you will not be permitted to continue to assert claims about the issues in this case or subject to the Release in any other lawsuit against Defendants ever again.

## GETTING MORE INFORMATION

### 22. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [website URL], or by contacting Class Counsel (see contact information in Question 12).

### 23. How do I get more information?

You can call toll-free 1-___-___-____, write to In re fairlife Milk Products Litigation, P.O. Box ___, Portland, OR ___-___; or go to [website URL], where you will find answers to common questions about the Settlement, a Claim Form, motions for approval of the Settlement and Class Counsel's request for attorneys' fees and expenses (once it is filed), and other important documents in the case.

You may also contact Class Counsel.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS**

# Exhibit D

**FAIR OAKS FARMS, LLC**
**COVERED PRODUCTS AND PRICES**

**I.** **FOF MILK** (all container sizes, grades, fat contents, and flavors including but not limited to whole, 2%, 1%, skim, and chocolate)

| Container Size | Agreed Average Retail Price |
|---|---|
| FOF Half Pint | $0.79 |
| FOF 11.5 oz-12.0 oz | $1.89 |
| FOF 16 oz | |
| FOF Pint | |
| FOF 1.5 Liter | $3.69 |
| FOF 52 oz | |
| FOF 64 oz | |
| FOF Gallon | $3.99 |

**II.** **FOF ICE CREAM** (all container sizes and flavors including but not limited to vanilla, chocolate, strawberry, butter pecan, cookies and cream, and mint)

| Container Size | Agreed Average Retail Price |
|---|---|
| FOF Pint | $6.29 |
| FOF 3 Gallon | $49.99 |

**III.** **FOF BUTTER** (all container sizes and flavors including but not limited to all natural butter, garlic & parsley, honey, and cinnamon)

| | |
|---|---|
| FOF Butter | $4.39 |

**IV.** **FOF YOGURT** (including but not limited to all container sizes and styles including Greek)

| Container Size | Agreed Average Retail Price |
|---|---|
| FOF Small | $2.99 |
| FOF Large | $4.99 |

**V.** **FOF EGGNOG**

| | |
|---|---|
| FOF Eggnog | $4.99 |

**FAIRLIFE, LLC**
**COVERED PRODUCTS AND PRICES**

**I.** **FAIRLIFE ULTRA-FILTERED MILK (UFM)** (all container sizes; all grades; all fat contents, including but not limited to whole, 2%, 1%, and skim; and all flavors, including but not limited to original/plain, chocolate/mocha, vanilla, and strawberry)

| Container Size | Agreed Average Retail Price |
|---|---|
| 8oz 6-Pack | $6.16 |
| 8oz 12-Pack | $10.40 |
| 11.5oz Single | $2.09 |
| 14oz Single | $2.99 |
| 52oz Single | $4.04 |
| 52oz 2-Pack | $6.61 |
| 52oz 3-Pack | $9.00 |
| Any Other UFM Product Not Listed Above | $2.09 |

**II.** **FAIRLIFE DHA MILK** (all container sizes; all grades; all fat contents, including but not limited to whole and 2%; and all flavors, including but not limited to original/plain and chocolate/mocha)

| Container Size | Agreed Average Retail Price |
|---|---|
| 8oz 4-Pack | $5.41 |
| 52oz Single | $4.48 |
| 52oz 2-Pack | $6.87 |
| Any Other DHA Product Not Listed Above | $4.48 |

**III.** **FAIRLIFE CORE POWER PROTEIN SHAKES** (all container sizes; all grades; and all flavors, including but not limited to banana, chocolate/mocha, coffee, strawberry, vanilla, and honey)

| Container Size | Agreed Average Retail Price |
|---|---|
| 8oz Single | $2.50 |
| 8oz 4-Pack | $7.05 |

| Container Size | Agreed Average Retail Price |
|---|---|
| 11.5oz. Single | $3.39 |
| 11.5oz 12-Pack | $26.22 |
| 14oz Single | $3.25 |
| 14oz 12-Pack | $27.20 |
| Any Other Core Power Protein Shake Product Not Listed Above | $2.50 |

**IV.** **FAIRLIFE CORE POWER ELITE PROTEIN SHAKES** (all container sizes; all grades; and all flavors, including but not limited to chocolate/mocha, strawberry, and vanilla)

| Container Size | Agreed Average Retail Price |
|---|---|
| 14oz Single | $4.07 |
| 14oz 8-Pack | $22.47 |
| 14oz 12-Pack | $38.57 |
| Any Other Core Power Elite Protein Shake Product Not Listed Above | $4.07 |

**V.** **FAIRLIFE CORE POWER LIGHT PROTEIN SHAKES** (all container sizes; all grades; and all flavors, including but not limited to chocolate/mocha)

| Container Size | Agreed Average Retail Price |
|---|---|
| 11.5oz Single | $3.25 |
| 11.5oz 12-Pack | $24.10 |
| Any Other Core Power Light Protein Shake Product Not Listed Above | $3.25 |

**VI.** **FAIRLIFE YUP! ULTRA-FILTERED MILK** (all container sizes; all grades; all fat contents, including but not limited to 2% and 1%; and all flavors, including but not limited to original/plain, chocolate/mocha, vanilla, cookies & creamiest, and strawberry)

| Container Size | Agreed Average Retail Price |
|---|---|
| 14oz Single | $2.17 |

| Container Size | Agreed Average Retail Price |
|---|---|
| 14 oz 12-Pack | $24.79 |
| Any Other Yup! Product Not Listed Above | $2.17 |

**VII.** **FAIRLIFE NUTRITION PLAN** (all container sizes; all grades; and all flavors, including but not limited to chocolate/mocha, coffee, vanilla, salted caramel, and strawberry)

| Container Size | Agreed Average Retail Price |
|---|---|
| 11.5oz Single | $2.71 |
| 11.5oz 4-Pack | $7.14 |
| 11.5oz 12-Pack | $16.20 |
| 11.5oz 18-Pack | $24.99 |
| Any Other Nutrition Plan Not Listed Above | $2.71 |

**VIII.** **FAIRLIFE SMART SNACKS** (all container sizes; all grades; and all flavors, including but not limited to chocolate/mocha, vanilla, and strawberry)

| Container Size | Agreed Average Retail Price |
|---|---|
| 8oz Single | $2.21 |
| 8oz 4-Pack | $7.95 |
| 8oz 12-Pack | $27.23 |
| Any Other Smart Snacks Product Not Listed Above | $2.21 |

**IX.** **FAIRLIFE GOOD MOO'D** (all container sizes; all grades; and all fat contents, including but not limited to whole, 2%, and skim; and all flavors, including but not limited to original/plain)

| Container | Agreed Average Retail Price |
|---|---|
| Per Unit | $4.02 |

**X.** **FAIRLIFE YOGURT** (all container sizes; all grades; and all flavors, including but not limited to blueberry, peach, plain, strawberry, and vanilla)

| Container | Agreed Average Retail Price |
|---|---|
| Per Unit | $4.93 |

**XI.** **FAIRLIFE ICE CREAM** (all container sizes; all grades; and all flavors, including but not limited to butter pecan, caramel toffee crunch, chocolate, chocolate peanut butter, cookie dough, cookies and cream, dark cherry chunk, double fudge brownie, java chip, mint chip, and vanilla)

| Container | Agreed Average Retail Price |
|---|---|
| Per Unit | $4.43 |

**XII.** **FAIRLIFE CREAMER** (all container sizes; all grades; and all flavors, including but not limited to sweet cream, hazelnut, vanilla, and caramel)

| Container | Agreed Average Retail Price |
|---|---|
| Per Unit | $3.15 |

# Exhibit E

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

| | |
|---|---|
| **IN RE: FAIRLIFE MILK PRODUCTS MARKETING AND SALES PRACTICES LITIGATION** | **MDL No. 2909**<br>**Master Case No. 1:19-cv-03924**<br>**Hon. Robert M. Dow, Jr.**<br>**This Document Relates To All Cases** |

# PRELIMINARY APPROVAL ORDER

Named plaintiffs Terri Birt, Carol Cantwell, Debra French, Karai Hamilton, Henry Henderson, Paula Honeycutt, Michelle Ingrodi, Jae Jones, Nabil Khan, Kaye Mallory, Christina Parlow, Cindy Peters, Jenny Rossano, David Rothberg, Eliana Salzhauer, Connie Sandler, Diana Tait, Demetrios Tsiptsis, and, Arnetta Velez, (collectively, the "Named Plaintiffs," and, collectively, with the members of the Settlement Class, the "Settlement Class Members"), on the one hand, and fairlife, LLC ("fairlife"), The Coca-Cola Company ("TCCC"), Select Milk Producers, Inc. ("Select"), Fair Oaks Farms, LLC ("FOF"), and Mike McCloskey and Sue McCloskey ("the McCloskeys") (collectively, "Defendants"), on the other hand, have entered into a Class Action Settlement Agreement and Release entered into as of April 14, 2022 (the "Settlement Agreement") to settle the above-captioned litigation ("Litigation"). The Settlement Agreement, together with its exhibits incorporated herein, sets forth the terms and conditions for a proposed settlement and dismissal with prejudice of the Litigation. Additionally, Class Counsel has filed a Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification, and Approval of Notice Plan Pursuant to Federal Rule of Civil Procedure 23(e)(1).

Having reviewed the Settlement Agreement and its exhibits, the Motion, the pleadings and other papers on file in this action, and statements of counsel, the Court finds that the Motion should be GRANTED and that this Preliminary Approval Order should be entered. Terms and phrases used in this Preliminary Approval Order not otherwise defined herein shall have the same meanings ascribed to them in the Settlement Agreement.

NOW, THEREFORE, THE COURT HEREBY FINDS, CONCLUDES AND ORDERS THE FOLLOWING:

1. For purposes of preliminary approval, this Court assesses the Settlement Agreement under Fed. R. Civ. P. 23(e). Under Rule 23(e)(1)(B), the Court "must direct notice in a reasonable manner" to proposed Settlement Class Members "if giving notice is justified by the parties' showing that the court will likely be able to (i) approve the proposal [as fair, reasonable, and adequate] under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B).

**Likely Approval as Fair, Reasonable and Adequate**

2. To determine whether the Settlement Agreement is fair, reasonable and adequate, Rule 23(e)(2) directs the Court to consider whether:

> (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm's length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2).

3. The Settlement Class representatives are adequately representing the proposed Settlement Class: they share the same alleged injury (that they purchased products with allegedly

false or misleading labeling) and the same interest (maximizing recovery). Amy E. Keller of DiCello Levitt Gutzler LLC, Michael R. Reese of Reese LLP, and Melissa S. Weiner of Pearson, Simon & Warshaw, LLP are also adequately representing the proposed Settlement Class.

4. There is no question that the Parties are at arm's length. The Settlement Agreement appears to be the result of extensive, non-collusive, arm's-length negotiations between experienced counsel who were thoroughly informed of the strengths and weaknesses of the case through mediation-related discovery and whose negotiations were supervised by respected class-action mediator the Honorable Wayne R. Andersen (Ret.) of JAMS.

5. The Settlement Agreement provides adequate relief to the proposed Settlement Class. As part of the settlement, Defendants have agreed to pay $21 million dollars to cover Cash Awards, Notice and Administration Costs, Attorneys' Fees and Costs, and Service Awards. From that amount, Settlement Class Members are eligible to receive 25% of their purchase price of Covered Products, up to a maximum Cash Award of $20.00 with no Valid Proof of Purchase and up to a maximum Cash Award of $80.00 with Valid Proof of Purchase for a cumulative Cash Award of $100. In addition, Defendants have agreed to implement significant injunctive relief aimed at animal welfare. If the Settlement Agreement had not been reached, the Parties planned to vigorously litigate this matter, including Defendants' expected motions dismiss as well as class certification, and Plaintiffs' chances at trial also would have been uncertain. In light of the costs, risks and delay of trial and appeal, this compensation is at least adequate for purposes of Rule 23(e)(1).

6. There is no reason to doubt the effectiveness of distributing relief under the Settlement Agreement. As further addressed below, the Parties propose a notice plan, which is detailed in the Declaration of Cameron R. Azari, Esq. on Class Notice Program and Class Notice,

filed concurrently with Plaintiffs' Motion for Preliminary Approval, which the Court finds provides "the best notice that is practicable under the circumstances." Fed. R. Civ. P. 23(c)(2)(B).

7. This Court will fully assess the request of Class Counsel for the Attorneys' Fees and Costs and Service Awards after receiving their motion supporting such request. At this stage, the Court finds that the plan to request attorneys' fees and costs to be paid from the Settlement Amount creates no reason not to direct notice to the proposed Settlement Class. In particular, should the Court find any aspect of the requested Attorneys' Fees and Costs unsupported or unwarranted, such funds would not be returned to Defendants, and therefore the Settlement Class would not be prejudiced by directing notice at this time.

8. No agreements exist between the Parties aside from those referred to in the Settlement Agreement and/or submitted to the Court.

9. The Settlement Agreement treats members of the proposed Settlement Class equitably relative to each other because all members of the proposed Settlement Class are eligible for the same award of 25% of their purchase price. These are equitable terms.

10. Having thoroughly reviewed the Settlement Agreement, the supporting exhibits and the Parties' arguments, this Court finds that the Settlement Agreement is fair, reasonable and adequate to warrant providing notice to the Settlement Class, and thus likely to be approved, subject to further consideration at the Final Approval Hearing to be conducted as described below.

11. The Court preliminarily approves the Settlement Agreement subject to the Fairness Hearing for purposes of deciding whether to grant final approval to the Settlement. This determination permitting notice to the Settlement Class is not a final finding, but a determination that there is probable cause to submit the proposed Settlement Agreement to the Settlement Class

Members and to hold a Fairness Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement

**Likely Certification of Settlement Class**

12. The Court assesses the likelihood that it will be able to certify the proposed Settlement Class under Rules 23(a) and 23(b)(3) (because this Settlement Class seeks damages). *See* Fed. R. Civ. P. 23(a)-(b). The Court makes this assessment for the purposes of settlement only at this time.

13. The proposed Settlement Class is sufficiently numerous under Rule 23(a)(1) because there are at least thousands of estimated purchasers of the Covered Products.

14. Resolution of the Litigation would depend on the common answers to certain common questions, including whether Defendants engaged in deceptive or misleading marketing techniques.

15. Plaintiffs' claims are typical of the claims of the members of the proposed Settlement Class because they challenge the same conduct—product labeling—and make the same legal arguments. Typicality under Rule 23(a)(3) is satisfied.

16. The proposed Settlement Class representatives and Class Counsel will fairly and adequately protect the interests of the proposed Settlement Class.

17. At least for purposes of settlement, the common issues in the Litigation predominate over individual issues under Rule 23(b)(3). Key elements of Plaintiffs' claims involve the allegedly misleading product labeling.

18. The settlement would be superior under Rule 23(b)(3) to many individual actions. Many, if not most, members of the proposed Settlement Class may not have suffered sufficient damages to justify the costs of expensive litigation. The Settlement Agreement ensures that all Settlement Class Members will have the opportunity to be compensated through cash payments.

19. For these reasons, pursuant to Rule 23, and for settlement purposes only, the Court finds it will likely certify the Settlement Class defined below in paragraph 20 of this Order. This finding is subject to further consideration at the Final Approval Hearing to be conducted as described below.

20. The Court conditionally certifies for settlement purposes only the following Settlement Class:

> All Persons in the United States, its territories, and the District of Columbia who purchased, for personal use and not for resale, any Covered Product on or before the Preliminary Approval Date.

Excluded from the Settlement Class are the following persons:

i. Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members;

ii. Class Counsel;

iii. The judges who have presided over the Litigation;

iv. Local, municipal, state, and federal government agencies; and

v. All persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

The Court expressly reserves the right to determine, should the occasion arise, whether Plaintiffs' proposed claims may be certified as a class action for purposes other than settlement, and Defendants hereby retain all rights to assert that Plaintiffs' proposed claims may not be certified as a class action except for settlement purposes.

**Additional Orders and Deadlines**

21. The Court appoints the following attorneys to act as Class Counsel:

Amy E. Keller
DiCello Levitt Gutzler LLC
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602

Telephone: (312) 214-7900

Michael R. Reese
Reese LLP
100 West 93rd Street, 16th Floor
New York, New York 10025
Telephone: (212) 643-0500

Melissa S. Weiner
Pearson, Simon & Warshaw, LLP
800 LaSalle Avenue, Suite 2150
Minneapolis, Minnesota 55402
Telephone: (612) 389-0600

22. The Court appoints Named Plaintiffs as representatives of the Settlement Class.

23. The Court appoints Epiq Class Action & Claims Solutions, Inc. as Claims Administrator in accordance with the provisions of Section XI of the Settlement Agreement.

24. The Court approves the Published Notice, the content of which is without material alteration from Exhibit B to the Settlement Agreement and directs that Published Notice be published in accordance with the provisions of the Settlement Agreement.

25. The Court approves the Official Notice, the content of which is without material alteration from Exhibit C to the Settlement Agreement, and directs that Official Notice be distributed in accordance with the provisions of the Settlement Agreement.

26. The Court approves the Claim Form, the content of which is without material alteration from Exhibit A to the Settlement Agreement and directs that the Claim Form be available for request (either by letter, telephone, or email) from the Claims Administrator and downloadable from the Settlement Website as provided in Section XI, Paragraph 9(d) of the Settlement Agreement.

27. The Court approves the creation of the Settlement Website, as defined in Section I, Paragraph 76 of the Settlement Agreement, that shall include, at a minimum, copies of the Settlement

Agreement, the Notice of Settlement, and the Claim Form, and shall be maintained in accordance with the provisions of Section XI, Paragraph 9(d) of the Settlement Agreement.

28. The Court finds that, the Notice Plan memorialized in the Declaration of Cameron R. Azari, Esq. on Class Notice Program and Class Notice, filed concurrently with Plaintiffs' Motion for Preliminary Approval, including the Published Notice and Official Notice (i) is the best practicable notice, (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation and of their right to object or to exclude themselves from the proposed settlement, (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) meets all applicable requirements of applicable law.

29. The Court orders the Claims Administrator to file proof of publication of the Published Notice and proof of maintenance of the Settlement Website at or before the Fairness Hearing.

30. The Court orders any Settlement Class Member who wishes to exclude himself or herself from the Settlement Class to submit an appropriate, timely request for exclusion, postmarked or submitted online through the claims portal and verified no later than ninety (90) days after the Notice Date to the Claims Administrator at the address on the Notice. The request for exclusion must be personally signed by the Settlement Class Member requesting exclusion and contain the Settlement Class Member's name, address, telephone number, a brief statement explaining the Covered Products the Settlement Class Member purchased to confirm membership in the Settlement Class, and a statement that indicates a desire to be excluded from the Settlement Class. Opt-Outs submitted online must verify the request to exclude via a link sent to the Settlement Class Member who wishes to opt-out prior to the Opt-Out and Objection Date. A Settlement

Class Member may opt out on an individual and personal basis only; so-called "mass" or "class" opt-outs shall not be allowed.

31. The Court enjoins all Settlement Class Members unless and until they have timely excluded themselves from the Settlement Class from (i) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; (ii) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members who have not timely excluded themselves (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims; and (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Litigation and/or the Released Claims.

32. The Court orders that any Settlement Class Member who does not submit a timely, written request for exclusion from the Settlement Class (*i.e.*, becomes an Opt-Out) will be bound by all proceedings, orders, and judgments in the Litigation, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

33. The Court orders that each Settlement Class Member who is not an Opt-Out and who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the

proposed Settlement or to the Attorneys' Fees and Costs must file with the Court and serve on Class Counsel no later than one hundred twenty (120) days after the Preliminary Approval Date, or as the Court may otherwise direct, a statement of the objection signed by the Settlement Class Member containing all of the following information:

a. The objector's full name, address, and telephone number;

b. whether the objector is represented by counsel and, if so, contact information for his or her counsel;

c. evidence showing that the objector is a Settlement Class Member;

d. whether the objection applies to that Settlement Class Member or to a specific subset of the Settlement Class, or to the entire Settlement Class, and state with specificity the grounds for the objection;

e. any other supporting papers, materials, or briefs that the objector wishes the Court to consider when reviewing the objection;

f. the actual written or electronic signature of the objector making the objection; and

g. a statement on whether the objecting objector and/or his or her counsel intend to appear at the Fairness Hearing.

34. Any response to an objection shall be filed with the Court no later than seven (7) days prior to the Fairness Hearing.

35. The Court orders that any Settlement Class Member who does not file a timely written objection to the Settlement or who fails to otherwise comply with the requirements of Paragraph 33 of this order shall be foreclosed from seeking any adjudication or review of the Settlement by appeal or otherwise.

36. The Court orders that any attorney hired by a Settlement Class Member for the purpose of objecting to the Settlement Agreement or to the proposed Settlement or to the Attorneys' Fees and Costs will be at the Settlement Class Member's expense.

37. The Court orders that any attorney hired by a Settlement Class Member for the purpose of objecting to the proposed Settlement or to the Attorneys' Fees and Costs and who intends to make an appearance at the Fairness Hearing must provide to the Claims Administrator (who shall forward it to Class Counsel and Defense Counsel) and must file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date.

38. The Court orders that any Settlement Class Member who files a written objection and who intends to make an appearance at the Fairness Hearing must file with the Clerk of the Court a notice of intention to appear no later than the Opt-Out and Objection Date.

39. The Court orders the Claims Administrator to establish a post office box in the name of the Claims Administrator to be used for receiving requests for exclusion, objections, notices of intention to appear, and any other communications. The Court further orders that only the Claims Administrator, Class Counsel, Defense Counsel, Defendants, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise provided in the Settlement Agreement.

40. The Court orders that the Claims Administrator must promptly furnish Class Counsel and Defense Counsel with copies of any and all written requests for exclusion, notices of intention to appear, or other communications that come into its possession, except as expressly provided in the Settlement Agreement.

41. The Court orders that Class Counsel shall file their applications for Attorneys' Fees and Costs and Named Plaintiffs' Service Awards in accordance with the terms set forth in Section XIII of the Settlement Agreement.

42. The Court orders the Claims Administrator to provide Class Counsel and Defendants' Counsel with copies of all requests for exclusion to counsel for the Parties on a weekly basis by email and will provide the Opt-Out List on or before one hundred and forty days (140) after the Preliminary Approval Date.

43. The Court orders that a Fairness Hearing shall be held on _____ at _____ before the undersigned to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court pursuant to a final approval order and judgment.

44. The Court reserves the right to adjourn or continue the Fairness Hearing, or any further adjournment or continuance thereof, without further notice other than announcement at the Fairness Hearing or at any adjournment or continuance thereof, and to approve the settlement with modifications, if any, consented to by the counsel for the Settlement Class and Defendants without further notice.

45. All pretrial proceedings in the Litigation are stayed and suspended until further order of this Court.

46. As stated in this Order, and consistent with the Settlement Agreement, the following dates and deadlines shall apply to the approval of this Settlement:

| Date | Deadline |
|---|---|
| ____/____/____ *Preliminary Approval + 85 days* | Deadline to file Motion for Approval of Attorneys' Fees and Costs, and Service Awards and Deadline to file Motion for Final Approval of Settlement |
| ____/____/____ *Preliminary Approval + 120 Days* | Opt-Out and Objection Deadline |
| ____/____/____ *Preliminary Approval + 143 Days* | Parties to provide Opt-Out List to the Court |
| ____/____/____ *7 days before Fairness Hearing* | Deadline to Respond to Objections |
| ____/____/____ at ___:____ __.M. | Fairness Hearing |

Dated: _____

_____
Hon. Robert M. Dow, Jr.
U.S. District Judge

# Exhibit F

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

| | |
|---|---|
| **IN RE: FAIRLIFE MILK PRODUCTS MARKETING AND SALES PRACTICES LITIGATION** | **MDL No. 2909**<br>**Master Case No. 1:19-cv-03924**<br>**Hon. Robert M. Dow, Jr.**<br>**This Document Relates To All Cases** |

# STIPULATED INJUNCTION

This matter, having come before the Court on Plaintiffs' Motion for Final Approval, Defendants fairlife, LLC ("fairlife"), Select Milk Producers, Inc. ("Select"), The Coca-Cola Company ("TCCC"), Fair Oaks Farms, LLC ("FOF"), and Mike McCloskey and Sue McCloskey ("the McCloskeys") (collectively, "Defendants") having agreed in the Settlement Agreement to the entry of this Stipulated Injunction, and the Court, after conducting a fairness hearing, considering all arguments in support of and/or in opposition to the Settlement Agreement including the Stipulated Injunction, hereby orders as follows:[1]

1. Term. The term of the Stipulated Injunction shall be three (3) years, which shall commence on the date on which the Final Order and Judgment becomes Final.

2. Third-Party Audit of Select Farms. Validus Verification Services ("Validus"), an independent third-party auditor mutually agreed upon by the Parties, shall conduct annual audits during the term of the Stipulated Injunction of each Select Member Farm Supplier to fairlife that supplies milk to fairlife during the one-year period covered by the annual audit, except as

[1] Unless defined otherwise herein, terms and phrases used in this Stipulated Injunction shall have the same meanings ascribed to them in the Settlement Agreement.

provided in Sections 4(h) and (i) below relating to transition periods and supply disruptions. The audits shall determine whether each such Select Member Farm Supplier to fairlife substantially complies with the following obligations:

a. Subject to its obligations under local, state, and federal law (and in the case of existing employees, subject to the consent of such employee), each such Select Member Farm Supplier to fairlife shall conduct preliminary criminal background screenings on all Employees with Direct and Regular Animal Contact. Each such Select Member Farm Supplier to fairlife shall also institute a policy barring the hiring of individuals with criminal records for animal abuse or animal cruelty into positions that would involve Direct and Regular Animal Contact.

b. Each such Select Member Farm Supplier to fairlife shall provide animal welfare training to all Employees with Direct and Regular Animal Contact. Such training will consist of instructions and guidance regarding proper and safe animal handling in accordance with the training standards established by Farmers Assuring Responsible Management ("FARM"). Such training will be available in English and Spanish. Each such Select Member Farm Supplier to fairlife shall also provide each such employee with annual animal welfare refresher training in accordance with FARM standards. Such training shall focus on topics such as animal handling (all such Employees with Direct and Regular Animal Contact), as well as down cattle care, euthanasia, calf care, and/or fitness for transport as applicable for those employees who have such responsibilities.

c. Each such Select Member Farm Supplier to fairlife shall provide cooperation to law enforcement relating to the prosecution of any farm employee charged with acts of animal cruelty or criminal neglect.

d. Each such Select Member Farm Supplier to fairlife shall have a written Veterinarian-Client-Patient Relationship ("VCPR") that is signed by the farm owner/manager and Veterinarian of Record annually.

e. Each such Select Member Farm Supplier to fairlife shall maintain a written herd health plan, as approved no less frequently than annually by each such farm's Veterinarian of Record.

f. Each Veterinarian of Record or such licensed veterinarian designated by the Veterinarian of Record for each such Select Member Farm Supplier to fairlife shall make regular welfare visits to each such farm. The frequency of farm visits shall be determined by the Veterinarian of Record based on his or her professional judgment, the well-being of the cows, and the type and size of the operation. Veterinary visits are intended to proactively monitor the health and well-being of the herd and should include the prevention, treatment, and control of diseases along with the treatment of physical conditions affecting the herd, including lameness, locomotion issues, body condition concerns, behavioral issues, and any other areas of veterinary concern.

g. Each such Select Member Farm Supplier to fairlife shall provide protection from typical climatic heat and cold, taking into account geography, for all age classes of animals, including appropriate care and protection from heat and cold stress for calves. Care and protection strategies shall be consistent with each such farm's written herd health plan, as approved no less frequently than annually by each such farm's Veterinarian of Record.

h. Each such Select Member Farm Supplier to fairlife shall provide: (a) access to clean, fresh water as necessary to maintain proper hydration to all age classes of animals (including milk-fed dairy calves); and (b) access to sufficient quantities of feed for

maintenance, health, and growth to all age classes of animals. Unless emergency circumstances arise making performance not reasonably practicable (*e.g.*, blizzard, tornado, floods, fire, unforeseen hazards), no such farm shall allow an animal to go without food or water for any period exceeding 24 hours unless authorized by the herd manager acting under the supervision of a veterinarian.

i. Each such Select Member Farm Supplier to fairlife shall immediately euthanize or provide care for any cattle identified as having a serious, painful, or life-threatening condition, including, but not limited to, prolapses, non-ambulatory conditions, or difficult deliveries. Non-ambulatory animals will be cared for pursuant to FARM guidelines. All care will be provided pursuant to a current Veterinarian-Client Relationship Agreement. Each such Select Member Farm Supplier to fairlife shall euthanize all animals that are required to be euthanized only through the use of methods approved by the American Association of Bovine Practitioners ("AABP") or American Veterinary Medical Association ("AVMA").

j. Each such Select Member Farm Supplier to fairlife shall refrain from dragging animals except for emergency cases where an animal must be moved a few feet before an appropriate movement device can be used. Non-ambulatory animals shall be handled with dignity and in a manner that minimizes pain and discomfort. Non-ambulatory animals may be moved using sleds, belting with reinforced sides, slings, skidsteer buckets (so long as the bucket lip is padded, and it is large enough to hold the entire animal), float tanks, and palleted forklifts (so long as exposed forks are never used). In all situations, animals shall be restrained appropriately so as not to risk or cause additional injury.

k. Each such Select Member Farm Supplier to fairlife shall prohibit its employees from kicking, punching, or beating any animals or subjecting them to any act of

cruelty or instance of gross negligence. Any employee caught committing such acts will be immediately terminated, and egregious or repeated acts shall be referred to law enforcement and the Monitor. "Gross negligence" means an act or course of action, or inaction, which denotes a lack of reasonable care and a conscious disregard or indifference to the rights, safety, or welfare of others, including animals.

l. Each such Select Member Farm Supplier to fairlife shall maintain milking parlors and equipment in a commercially reasonable manner designed to prevent animal injury or death.

m. Each such Select Member Farm Supplier to fairlife shall disbud calves before eight (8) weeks of age and provide pain mitigation for disbudding or dehorning.

3. Monitor.

a. Appointment of Monitor. The Honorable Wayne R. Andersen (Ret.), a retired federal judged selected by the Parties, shall serve as an independent, third party, Court-appointed Monitor to monitor compliance with this Stipulated Injunction. Defendants shall pay or cause to be paid the Monitor Costs from their own funds and not from the Settlement Amount.

b. Annual Reports. The Monitor shall issue an annual report, which shall be based upon the Monitor's review of the annual third-party audits for each year during the term of the Stipulated Injunction. Upon determining that each such farm is in substantial compliance, the Monitor shall confirm the same by denoting such farm to be "Compliant."

c. Reporting Periods. The reporting period for the Monitor shall be coterminous with the audit period.

d. The Monitor's Follow-Up on Reports. Final audit reports will be provided to each audited Select Member Farm Supplier to fairlife, Select, fairlife, and the Monitor only.

The Monitor shall have 30 days to review the audits to ensure substantial compliance with the Stipulated Injunction and to identify any compliance issues. Within that 30-day period, the Monitor must identify in writing any areas of compliance that the Monitor believes require further attention or otherwise appear to demonstrate non-compliance with the Stipulated Injunction. Areas of non-compliance noted by the Monitor will be addressed and/or corrected within 30 days thereafter. If the issues of non-compliance raised by the Monitor are not resolved within this 30-day period, the Monitor shall notify both Class Counsel and Defense Counsel of any unresolved issues.

e. Counsel's Follow-Up on Reports. To the extent the Monitor notifies Class Counsel and Defense Counsel of any unresolved issues of non-compliance as provided in the Paragraph above, Class Counsel may seek Court intervention to enforce the terms of the Stipulated Injunction. In such instances of unresolved issues of non-compliance, Class counsel reserve the right to request the Court to extend the term of the Stipulated Injunction; Defendants reserve the right to oppose any such request.

f. Confidentiality. The Parties and the Monitor agree that the Monitor Communications constitute highly confidential and proprietary business information under the Protective Order.

4. Additional Terms.

a. The costs to perform the practices necessary to comply with the obligations subject to the third-party audits shall be borne by Defendants and shall not be paid from the Settlement Amount.

b. The costs of the audits, including all auditor fees and expenses, shall be borne by Defendants and shall not be paid from the Settlement Amount.

c. Class Counsel may review the third-party audit checklist prior to approval, which the third-party auditor will use to determine whether a violation has occurred.

d. The Parties agree that this Court retains ongoing jurisdiction to enforce the terms of the Stipulated Injunction.

e. The Select member farm identified in the Consolidated Class Action Complaint as "Fair Oaks Farms" may resume milk shipments to fairlife only upon substantial compliance with the terms of this Stipulated Injunction.

f. The Parties acknowledge that following the initiation of this litigation on June 11, 2019, fairlife revised the labels on the bottles or containers of its products that were in use as of June 11, 2019 to remove the remaining statements of a "promise" of "extraordinary care and comfort for [its] cows," "exceptional quality milk standards," "traceability back to [its] farms," and "continual pursuit of sustainable farming." fairlife will not modify the labels on the bottles or containers of its products in use at the time this Agreement is executed in any way that is inconsistent with governing consumer protection and/or product liability laws.

g. fairlife agrees not to publicly represent, suggest, warrant, or convey in any way that its practices are endorsed by Animal Outlook or the Animal Legal Defense Fund.

h. In the event that fairlife, during the term of the Stipulated Injunction, seeks to accept shipments of milk on a regular basis supplied by a farm that is a member of the Select cooperative that is not a Select Member Farm Supplier to fairlife as of the commencement date of the Stipulated Injunction, each such farm shall have one hundred twenty (120) days to come into compliance with the terms set forth herein. Notwithstanding the foregoing, if any such farm is ultimately unable to come into substantial compliance within the 120-day period, fairlife shall notify Class Counsel as soon as practicable, and the parties shall negotiate an extension or other

resolution in good faith, with the assistance of the Monitor if necessary. fairlife shall notify any such new and/or additional farms of the requirements set forth herein as soon as practicable and before such farm begins supplying milk to fairlife. This paragraph is in addition to and does not alter the rights afforded by Section 4(i) below.

i. In the event of an emergency or other temporary disruption in the supply of milk from any Select Member Farm Supplier to fairlife, fairlife may, to the extent necessary, use milk supplied from other farms that are members of the Select cooperative that have not been confirmed to be in compliance with the terms of the Stipulated Injunction until the emergency or temporary disruption has been resolved, but in no event longer than sixty (60) days. Notwithstanding the foregoing, if the emergency or temporary disruption in the supply of milk from the Select Member Farm Supplier to fairlife has not been resolved within the 60-day period notwithstanding good faith efforts to do so, and if fairlife continues to require milk supplied from other farms that are members of the Select cooperative that have not been confirmed to be in compliance with the terms of the Stipulated Injunction in light of the emergency or temporary disruption in the supply of milk from the Select Member Farm Supplier to fairlife, fairlife shall notify Class Counsel as soon as practicable, and the parties shall negotiate an extension or other resolution in good faith, with the assistance of the Monitor if necessary.

Dated: _____

_____
Hon. Robert M. Dow, Jr.
U.S. District Judge

# Exhibit G

**UNITED STATES DISTRICT COURT**
**NORTHERN DISTRICT OF ILLINOIS**
**EASTERN DIVISION**

| | |
|---|---|
| **IN RE: FAIRLIFE MILK PRODUCTS MARKETING AND SALES PRACTICES LITIGATION** | **MDL No. 2909**<br>**Master Case No. 1:19-cv-03924**<br>**Hon. Robert M. Dow, Jr.**<br>**This Document Relates To All Cases** |

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

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

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

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

3. I am the Senior Vice-President of Epiq Class Action and Claims Solutions, Inc. ("Epiq") and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq.[1]

4. Epiq is an industry leader in class action settlement administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. My team and I have experience in more than 500 cases, including more than 45 multidistrict litigations, and have prepared notices which

[1] All references to Epiq within this declaration include Hilsoft Notifications.

have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq, and those decisions have invariably withstood appellate and collateral review.

## RELEVANT EXPERIENCE

5. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many large and significant cases, including: *In re Takata Airbag Products Liability Litigation*, No. 1:15-md-02599-FAM (S.D. Fla); *Hale v. State Farm Mutual Automobile Insurance Company, et al.*, No. 12-cv-00660 (S.D. Ill.); *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*; *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.); *In Re: Premera Blue Cross Customer Data Security Breach Litigation*, No. 3:15-md-2633 (D. Ore.); *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*, MDL No. 2179 (E.D. La.); and *In re: Checking Account Overdraft Litigation*, MDL No. 2036 (S.D. Fla.).

6. Numerous court opinions and comments regarding my testimony and the adequacy of our notice efforts are included in Hilsoft's curriculum vitae attached hereto as **Attachment 1**. In performing our work, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, having received my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 22 years of experience

in the design and implementation of legal notification and claims administration programs, having been personally involved in well over one hundred successful notice programs.

7. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

## OVERVIEW

8. This declaration will describe the Class Notice Program, and notices (the "Notice" or "Notices") proposed here for the Settlement *In re fairlife Milk Products Marketing and Sales Practices Litigation*, MDL No. 2909, Lead Case No. 1:19-cv-03924, in the United States District Court for the Northern District of Illinois. Epiq designed the Class Notice Program based on our prior experience and research into the notice issues in this case. We have analyzed and proposed the most effective method practicable of providing notice to the Settlement Class.

## NOTICE PLANNING METHODOLOGY

9. Federal Rule of Civil Procedure, Rule 23 directs that notice must be the best notice practicable under the circumstances and must include "individual notice to all members who can be identified through reasonable effort."[2] The proposed Class Notice Program satisfies this requirement.

10. It is my understanding from counsel for the parties that data will be provided to Epiq for identified Settlement Class Members (to the extent physical and email addresses are available to the parties). The Settlement Class Member data will be used to provide individual notice. An Email Notice will be sent to all identified Settlement Class Members for whom a valid email address is available, and a Postcard Notice will be sent via United States Postal Service

[2] Fed. R. Civ. P. 23(c)(2)(B).

("USPS") first class mail to all identified Settlement Class Members for whom a valid mailing address is available.

11. Given our experience with similar notice efforts, we expect that the proposed Class Notice Program will reach 80% of the Settlement Class with a combination of individual notice to the identified Settlement Class Members and a digital/internet notice program (consumer print publication, digital notice, and/or social media). The Class Notice Program will provide notice both nationwide in the continental United States and in the U.S. Territories (in English and Spanish). The reach will be further enhanced by internet sponsored search listings, an informational release, and a Settlement Website, which are not included in the estimated reach calculation. In my experience, the projected reach of the Notice Program is consistent with other court-approved notice programs, and the Notice Program has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[3] In my opinion, the proposed Class Notice Program is designed to reach the greatest practicable number of Settlement Class Members.

12. Data sources and tools that are commonly employed by experts in this field were used to analyze and develop the media portion of this Class Notice Program. These include MRI-Simmons data[4], which provides statistically significant readership and product usage data, and

[3] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950).

[4] MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is the new name for the joint venture of GfK Mediamark Research & Intelligence, LLC ("MRI") and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-Simmons's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

Comscore[5], and Alliance for Audited Media ("AAM")[6] statements, which certify how many readers buy or obtain copies of publications. These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach of a particular mailing and media schedule. We combine the results of this analysis to help determine notice plan sufficiency and effectiveness.

13. Virtually all of the nation's largest advertising agency media departments utilize, scrutinize, and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis methodologies, to guide the billions of dollars of advertising placements that we see today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluations of notice programs and have been regularly accepted by courts. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914; 90 to 100% of media directors use reach and frequency planning; all the leading advertising and communications textbooks cite the need to use reach and frequency planning. Ninety of the top

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

[6] Established in 1914 as the Audit Bureau of Circulations ("ABC") and rebranded as Alliance for Audited Media ("AAM") in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third-party auditing organization in the U.S. It is the industry's leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM's Board of Directors is comprised of representatives from the publishing and advertising communities.

one hundred media firms use MRI data, and Comscore is used by the major holding company agencies worldwide which includes Dentsu Aegis Networking, GroupM, IPG and Publicis, in addition to independent agencies for TV and digital media buying and planning, and at least 25,000 media professionals in 100 different countries use media planning software.

## CLASS NOTICE PROGRAM DETAIL

14. The Class Notice Program was designed to provide notice to the following "Settlement Class" as defined in the Settlement Agreement and Release:

> All persons in the United States, its territories, and/or the District of Columbia who purchased, for personal use and not for resale, any Covered Product on or before the Preliminary Approval Date.
>
> Specifically excluded from the Settlement Class are the following persons:
>
> (i) Defendants and their respective subsidiaries and affiliates, members, employees, officers, directors, agents, and representatives and their family members;
>
> (ii) Class Counsel;
>
> (iii) The judges who have presided over the Litigation;
>
> (iv) Local, municipal, state, and federal governmental agencies; and
>
> (v) All persons who have timely elected to become Opt-Outs from the Settlement Class in accordance with the Court's Orders.

15. I have reviewed the Settlement Agreement and I fully understand the defined terms used in the definition of the Settlement Class mean the following:

- "Person" means "an individual, corporation, partnership, limited partnership, limited liability company, association, member, joint stock company, estate, legal representative, trust, unincorporated association, any business or legal entity, and such individual's or entity's spouse, heirs, predecessors, successors, representatives, and assignees."
- "Covered Products" or "Covered Product" or "Milk Products" or "Milk Product" means "the fairlife Milk Products and the FOF Milk Products. The Covered Products are listed on Exhibit D of the Settlement Agreement.

- "fairlife Milk Products" means "all milk and dairy products, including ultra-filtered milk, protein shakes, creamers, beverages, yogurt, and ice cream produced, processed, marketed and/or sold by fairlife at any time up to and including the Preliminary Approval Date. The fairlife Milk Products include, without limitation, ULM and CP products."
- "UFM" products means "ultra-filtered milk."
- "CP" products means "fairlife Core Power Flavored High Protein Milk Shakes and all other products from fairlife's Core Power brand."
- "FOF Milk Products" means "all the fluid milk products (including all flavors, fat contents, and container sizes), produced, processed, marketed and/or sold by FOF and/or any of its wholly-owned affiliated entities (including but not limited to Farmers Foods LLC) at any time up to and including the Preliminary Approval Date. The FOF Milk Products include but are not limited to milk, yogurt, ice cream, butter, and eggnog."
- "FOF" means "Fair Oaks Farms, LLC, an Indian limited liability company."

## CLASS NOTICE PROGRAM

### *Individual Notice*

16. I have reviewed the Settlement Agreement, and it is my understanding that Defense Counsel will provide data to Epiq for identified Settlement Class Members (to the extent physical and email addresses are available to Defendants). The Settlement Class Member data will be used to provide individual notice.

### *Individual Notice - Email*

17. Epiq will send an Email Notice to all identified Settlement Class Members for whom a valid email address is available to Defendants. The following industry standard best practices will be followed for the Email Notice efforts. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy to read text without graphics,

tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk "SPAM" or "junk" email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the Settlement Website. By clicking the link, recipients will be able to easily file an online claim, access the Long Form Notice, Settlement Agreement, and other information about the Settlement.

18. If the receiving email server cannot deliver the message, a "bounce code" will be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts will be made to deliver the Notice by email.

***Individual Notice - Direct Mail***

19. Epiq will send a Postcard Notice to all identified Settlement Class Members for whom a valid mailing address is available to Defendants. The Postcard Notice will be sent via USPS first class mail. The Postcard Notice will clearly and concisely summarize the case and the legal rights of the Settlement Class Members. The Postcard Notice will also direct the recipients to the Settlement Website where they can access additional information.

20. Prior to sending the Postcard Notice, all mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure Settlement

Class Member address information is up-to-date and accurately formatted for mailing.[7] In addition, the addresses will be certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code, and will be verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

21. Postcard Notices returned as undeliverable will be re-mailed to any new address available through USPS information, for example, to the address provided by the USPS on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the USPS returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Postcard Notices will be promptly remailed.

***Media Plan***

***National Consumer Publication***

22. A Publication Notice will appear once in the national edition of the weekly magazine *People*, as a 1/3 page ad unit. According to MRI-Simmons data, adults who buy "fairlife branded milk products" are 9% more likely than the general population to read *People* magazine.[8]

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

[8] MRI-Simmons is a leading source of publication readership and product usage data for the communications industry. MRI-Simmons is the new name for the joint venture of GfK Mediamark Research & Intelligence, LLC ("MRI") and Simmons Market Research. MRI-Simmons offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, the company provides information to magazines, televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI-

*People* magazine's circulation is approximately 3.4 million and its readership is approximately 26 million readers per week.

***Internet Notice Campaign***

23. Internet advertising has become a standard component in legal notice programs, especially for settlements which allow for the submission of claims forms online. The internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a settlement. According to MRI-Simmons data, 94% of all adults are online, 96% of "fairlife branded milk product purchasers" are online, and 87% of fairlife branded milk product purchasers use social media.[9]

24. The Class Notice Program includes targeted Banner Notice advertising on the selected advertising networks *Google Display Network* and the *Yahoo Audience Network*, which together represent thousands of digital properties across all major content categories. Banner Notices will be targeted to selected targeted audiences, and are designed to encourage participation by Settlement Class Members—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents and to file a Claim Form. Consistent with best practices, the Banner Notices will use language from the notice headline, which will allow users to identify themselves as potential Settlement Class Members. As an additional way to draw the interest of the Settlement Class Members, and to be consistent with FJC recommendations that a picture or graphic may help class members self-identify, the Banner Notices may prominently feature high-resolution image(s). The Banner Notices will also be placed on the social media sites

Simmons's national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the United States.

[9] MRI-Simmons 2021 Survey of the American Consumer®.

*Facebook* and *Instagram*. *Facebook* is the leading social networking site in the United States and combined with *Instagram* covers over 300 million users in the United States. The *Facebook* and *Instagram* internet Banner Notices will be distributed to a variety of target audiences relevant to an individual's demonstrated interests and/or likes.

25. All Banner Notices will appear on desktop, mobile, and tablet devices and will be distributed to the selected targeted audiences nationwide (including U.S. Territories) and will be available in both English and Spanish. Internet Banner Notices will also be targeted (remarketed) to people who visit the Settlement Website.

26. More details regarding the target audiences, distribution, and specific ad sizes of the Banner Notices are included in the following table.

| *Network/Property* | *Target* | *Ad Sizes* | *Estimated Impressions* |
|---|---|---|---|
| *Google Display Network* | Adults 18+ | 728x90, 300x250, 300x600, 970x250 | 106,650,000 |
| *Google Display Network* | Custom Affinity[10]/Intent: Milk Products | 728x90, 300x250, 300x600, 970x250 | 80,000,000 |
| *Google Display Network* | Custom Affinity/Intent: Protein Shakes | 728x90, 300x250, 300x600, 970x250 | 13,350,000 |
| *Google Display Network* | Custom Affinity: Primary Grocery Shopper | 728x90, 300x250, 300x600, 970x250 | 40,000,000 |
| *Google Display Network* | Custom Intent: fairlife | 728x90, 300x250, 300x600, 970x250 | 5,000,000 |
| *Yahoo Audience Network* | Adults 18+ | 728x90, 300x250, 300x600, 970x250 | 55,000,000 |
| *Facebook* | Adults 18+ | Newsfeed & Right Hand Column | 99,245,000 |
| *Facebook* | Interests: Milk | Newsfeed & Right Hand Column | 50,000,000 |
| *Facebook* | Interests: Dairy Products | Newsfeed & Right Hand Column | 50,000,000 |

[10] Custom Affinity Audiences allow Banner Notices to be targeted to specific website content, here meaning websites, blogs, etc. that include milk products, protein shakes, fairlife, and grocery shoppers. Custom Intent Audiences allow Banner Notices to be targeted to specific individuals who have searched and/or researched these specific topics.

| *Network/Property* | *Target* | *Ad Sizes* | *Estimated Impressions* |
|---|---|---|---|
| *Facebook* | Interests: fairlife | Newsfeed & Right Hand Column | 1,000,000 |
| *Facebook* | Interests: Protein Shake | Newsfeed & Right Hand Column | 5,755,000 |
| *Instagram* | Adults 18+ | Newsfeed | 45,685,000 |
| *Instagram* | Interests: Milk | Newsfeed | 25,000,000 |
| *Instagram* | Interests: Dairy Products | Newsfeed | 25,000,000 |
| *Instagram* | Interests: fairlife | Newsfeed | 500,000 |
| *Instagram* | Interests: Protein Shake | Newsfeed | 4,315,000 |
| **TOTAL** | | | **606,500,000** |

27. Combined, more than 606.5 million impressions will be generated by the Banner Notices, nationwide.[11] The internet advertising campaign will run for approximately 40 days. Clicking on the Banner Notices will link the readers to the Settlement Website, where the readers can easily obtain detailed information about the Settlement.

***Internet Sponsored Search Listings***

28. To facilitate locating the Settlement Website, sponsored search listings will be acquired online through the highly-visited internet search engines: *Google*, *Yahoo!*, and *Bing*. When search engine visitors search on common keyword combinations to identify the Settlement, the sponsored search listing generally will be displayed at the top of the page prior to the search results or in the upper right-hand column of the web-browser screen. A list of keywords will be

[11] The third-party ad management platform, ClickCease, will be used to audit any digital Banner Notice ad placements. This type of platform tracks all Banner Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

developed in conjunction with counsel. The sponsored search listings will be displayed nationwide, including the U.S. Territories. All sponsored search listing ads will link directly to the Settlement Website.

***Informational Release***

29. To build additional reach and extend exposures, a party-neutral Information Release will be issued broadly over PR Newswire to approximately 5,000 general media (print and broadcast) outlets, including local and national newspapers, magazines, national wire services, television and radio broadcast media across the continental United States and U.S. Territories as well as approximately 4,500 websites, online databases, internet networks and social networking media.

30. The Informational Release will include the address of the Settlement Website and the toll-free telephone number. Although there is no guarantee that any news stories will result, the Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media.

***Settlement Website***

31. Epiq will create and maintain a dedicated website for the Settlement with an easy to remember domain name. Epiq has already reserved several domain names which will also auto-forward to the Settlement Website to avoid any possible Settlement Class Member confusion. The Settlement Website will contain relevant documents and information including: (i) information concerning deadlines for filing a Claim Form, and the dates and locations of relevant Court proceedings, including the Fairness Hearing; (ii) the toll-free telephone number applicable to the Settlement; (iii) documents, including the Settlement Agreement, the Class Notices, the Claim Form, Court Orders regarding this Settlement, and other relevant Court documents, including Co-

Lead Class Counsel's Motion for Approval of Attorneys' Fees, Cost, and Service Awards; and (iv) information concerning the submission of Claim Forms, including the ability to submit Claim Forms electronically. In addition, the Settlement Website will include answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Claims Administrator, and how to obtain other case-related information. The Settlement Website address will be prominently displayed in all notice documents.

***Toll-Free Telephone Number***

32. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message. Callers will also have the option to learn more about the Settlement in the form of recorded answers to FAQs. The toll-free telephone number will be prominently displayed in all notice documents. The automated phone system will be available 24 hours per day, 7 days per week.

33. A postal mailing address will be provided, allowing Settlement Class Members the opportunity to request additional information or ask questions.

***Claim Stimulation Notice***

34. After the completion of individual notice and the substantial implementation of the media notice efforts described above, the Parties have agreed to meet and confer, and with the assistance of the mediator, Judge Wayne Andersen (ret.) of JAMS, if necessary, to determine if a claim stimulation notice effort may be implemented to increase the claim filing rate and maximize participation in the Settlement by Settlement Class Members. If it is determined that a claim stimulation notice effort will be implemented, it will likely involve a combination of reminder noticing via individual notice and media. If agreed upon, a simple reminder notice will likely be

sent to identified Settlement Class Members with a valid email address and/or deliverable physical mailing address who have not already filed a Claim at the time of the claim stimulation notice efforts. Any media portion of a reminder notice, if agreed upon by the parties, will be informed by the elements of the initial media notice efforts that were most successful in driving activity to the Settlement Website, and may include some or all of the following: digital banner notices on prominent ad networks and social media (in English and Spanish), possible audio and/or video ads, and outreach to third-party consumer organizations. The Reminder Notices will use concise text (stressing the impending Claim filing deadline) and include links directly to the Claim filing page on the Settlement Website.

***Estimated Cost of Notice and Claims Administration***

35. Based on reasonably high activity levels projected by the parties, Epiq's "not-to-exceed" cost to implement the Notice Plan and handle all aspects of settlement and claims administration is $2,108,514 (this is not a minimum or a cap). While the notice portions of the total cost are mostly fixed, the actual total cost for providing settlement administration is dependent upon variables such as the number of claims received, total calls to the toll-free telephone line, number of undeliverable notices, and the number of Settlement Class Members ultimately sent a payment (and specifically, how many Settlement Class Members elect a digital payment versus a check). All costs are subject to the Service Contract under which Epiq will be retained as the Claims Administrator, and the terms and conditions of that agreement.

**PLAIN LANGUAGE NOTICE DESIGN**

36. The Notices and Claim Form are designed to be "noticed," reviewed, and—by presenting the information in plain language—understood by Settlement Class Members. The design of the Notices follows the principles embodied in the Federal Judicial Center's illustrative

"model" notices posted at www.fjc.gov. Many courts, and the FJC itself, have approved notices that we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read summaries of all key information about Settlement Class Members' rights and options. Consistent with our normal practice, all notice documents will undergo a final edit prior to actual mailing and publication for grammatical errors and accuracy.

37. The Long Form Notice will provide substantial information to Settlement Class Members. The Long Form Notice will include (i) details regarding the Settlement Class Members' ability to opt-out or object to the Settlement Agreement, (ii) instructions on how to submit a Claim Form, (iii) the deadline to submit a Claim Form, opt-out, or object, and (iv) the date, time, and location of the Fairness Hearing, among other information.

***Distribution Options***

38. The Settlement provides Settlement Class Members the option of filing a Claim Form online or submitting a Claim Form by mail. The Notices contain a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail. The Email Notice will include a link directly to the claim filing portal on the Settlement Website, where Settlement Class Members can file an online Claim Form. Regardless of how a Claim is filed, after Final Approval all Claimants with a Valid Claim will be given the option of receiving a digital payment (such as PayPal, Digital Mastercard, or other options). Settlement Class Members will also be able to elect to receive a traditional paper check.

39. The fewer barriers Settlement Class Members experience to filing Claim Forms, the more likely they are to participate in the Settlement. Accordingly, the Claim Form and Settlement Website are designed to ensure that Settlement Class Members experience little

difficulty in filing claims in order to increase the participation of Settlement Class Members in the Settlement.

## CONCLUSION

40. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements will be met in this case.

41. The proposed Class Notice Program includes a combination of individual notice to the identified Settlement Class Members and a digital/internet publication notice program (consumer print publication, digital notice, and/or social media), which we expect will reach 80% of the Settlement Class. The reach will be further enhanced by internet sponsored search listings, an informational release, and a Settlement Website, which are not included in the estimated reach calculation. The Class Notice Program will provide notice both nationwide in the continental United States and in the U.S. Territories (in English and Spanish).

42. The Class Notice Program will provide the best notice practicable under the circumstances of this case, conform to all aspects of Federal Rules of Civil Procedure, Rule 23 regarding notice, and comport with the guidance for effective notice articulated in the *Manual for Complex Litigation* 4th Ed. and FJC guidance, and exceed the requirements of due process, including its "desire to actually inform" requirement.

43. The Class Notice Program schedule will afford enough time to provide full and proper notice to Settlement Class Members before any opt-out and objection deadline.

44. At the conclusion of the Class Notice Program, we will provide a final report verifying the effective implementation of the Class Notice Program.

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

Executed April 13, 2022.

Cameron R. Azari, Esq.

# Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications ("Hilsoft") is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, and notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Hilsoft has been retained by defendants or plaintiffs for more than 500 cases, including more than 40 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 25 years, Hilsoft's notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, and Ford vehicles as part of $1.49 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 59.6 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and other behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** **(OEMS – BMW, Mazda, Subaru, Toyota, Honda, Nissan and Ford)**, MDL No. 2599 (S.D. Fla.).

- For a landmark $6.05 billion settlement reached by Visa and MasterCard in 2012, Hilsoft implemented an intensive notice program, which included over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a settlement website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. For the subsequent, superseding $5.54 billion settlement reached by Visa and MasterCard in 2019, Hilsoft implemented an extensive notice program, which included over 16.3 million direct mail notices to class members together with over 354 print publication insertions and banner notices, which generated more than 689 million adult impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation,*** 05-MD-1720, MDL No. 1720 (E.D.N.Y.).

- For a $250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 78.8% of all U.S. adults aged 35+ approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company, et al.,*** 12-cv-00660 (S.D. Ill.).

- Hilsoft designed and implemented an extensive individual notice program, which included 8.6 million double-postcard notices and 1.4 million email notices. The notices informed class members of a $32 million settlement for a "security incident" regarding class members' personal information stored in Premera's computer network, which was compromised. The individual notice efforts reached 93.3% of the settlement class. A settlement website, an informational release, and a geo-targeted publication notice further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation***, 3:15-md-2633 (D. Ore.).

- Hilsoft provided notice for the $113 million lithium-ion batteries antitrust litigation settlements, which included individual notice via email to millions of class members, banner and social media ads, an informational release, and a settlement website. ***In re: Lithium Ion Batteries Antitrust Litigation***, 4:13-md-02420, MDL No. 2420 (N.D. Cal.).

- Hilsoft designed a notice program that included extensive data acquisition and mailed notice to inform owners and lessees of specific models of Mercedes-Benz vehicles. The notice program reached approximately 96.5% of all class members. ***Callaway v. Mercedes-Benz USA, LLC***, 8:14-cv-02011 (C.D. Cal.).

- Hilsoft provided notice for a $520 million settlement, which involved utility customers (residential, commercial, industrial, etc.) who paid utility bills. The notice program included individual notice to more than 1.6 million known class members via postal mail or email and a supplemental publication notice in local newspapers, banner notices, and a settlement website. The individual notice efforts alone reached more than 98.6% of the class. ***Cook, et al. v. South Carolina Public Service Authority, et al.***, 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.).

- For a $20 million TCPA settlement that involved Uber, Hilsoft created a notice program, which resulted in notice via mail or email to more than 6.9 million identifiable class members. The combined measurable notice effort reached approximately 90.6% of the settlement class with direct mail and email, newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.***, 1:15-CV-06972 (N.D. Ill.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).

- Hilsoft designed and implemented a comprehensive notice plan, which included individual notice via an oversized postcard notice to more than 740,000 class members as well as email notice to class members. Combined the individual notice efforts delivered notice to approximately 98% of the class. Supplemental newspaper notice in four large-circulation newspapers and a settlement website further expanded the notice efforts. ***Lusnak v. Bank of America, N.A.***, CV 14-1855 (C.D. Cal.).

- Hilsoft provided notice for both the class certification and the settlement phases of the case. The individual notice efforts included sending postcard notices to more than 2.3 million class members, which reached 96% of the class. Publication notice in a national newspaper, targeted internet banner notices and a settlement website further extended the reach of the notice plan. ***Waldrup v. Countrywide Financial Corporation, et al.***, 2:13-cv-08833 (C.D. Cal.).

- An extensive notice effort regarding asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement that was designed and implemented by Hilsoft. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner advertising, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc., el al.***, 16-31602 (Bankr. W.D. N.C.).

- Hilsoft designed and implemented an extensive settlement notice plan for a class period spanning more than 40 years for smokers of light cigarettes. The notice plan delivered a measured reach of approximately 87.8% of Arkansas adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio public service announcements ("PSAs"), sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, 60CV03-4661 (Ark. Cir. Ct.).

- A large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al.***, 14-10979 (Bankr. D. Del.).

- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements from 2010-2020, Hilsoft has developed programs that integrate individual notice, and in some cases paid media efforts. Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M& I Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, BancorpSouth, Comerica Bank, Susquehanna Bank, Associated Bank, Capital One, M&T Bank, Iberiabank and Synovus are among the more than 20 banks that have retained Epiq (Hilsoft). ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).

- For one of the largest and most complex class action case in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote indigenous people in the multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).

- BP's $7.8 billion settlement related to the Deepwater Horizon oil spill emerged from possibly the most complex class action case in U.S. history. Hilsoft drafted and opined on all forms of notice. The 2012 dual notice program to "Economic and Property Damages" and "Medical Benefits" settlement classes designed by Hilsoft reached at least 95% Gulf Coast region adults via more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications, and trade journals, digital media, and individual notice. Subsequently, Hilsoft designed and implemented one of the largest claim deadline notice campaigns ever implemented, which resulted in a combined measurable paid print, television, radio and internet effort, which reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).

- Extensive point of sale notice program of a settlement, which provided payments of up to $100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).

## LEGAL NOTICING EXPERTS

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

Cameron Azari, Esq. has more than 21 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re: Takata Airbag Products Liability Litigation, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa), In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement), In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, In re: Checking Account Overdraft Litigation,* and *In re: Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from FRCP Rule 23 to email noticing, response rates, and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

***Lauran Schultz, Epiq Managing Director***

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

***Kyle Bingham, Manager of Strategic Communications***

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

## ARTICLES AND PRESENTATIONS

- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." November 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, October 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference." American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, November 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts. Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** Co-Author, *A Practical Guide to Chapter 11 Bankruptcy Publication Notice*. E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, October 25, 2013.

- **Cameron Azari** Co-Author, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, April 2013.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements Getting your Settlement Approved." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, "Perspectives from Class Action Claims Administrators: Email Notices and Response Rates." CLE International's 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, "Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, "Legal Notice Best Practices: Building a Workable Settlement Structure." CLE International's 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, "Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, "Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices." CLE International's 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, "Efficiency and Adequacy Considerations in Class Action Media Notice Programs." Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, "Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices." *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, "Planning for a Smooth Settlement." ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements" – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, "Notice and Response Rates in Class Action Settlements" – Stroock & Stroock & Lavan Litigation Group, Los Angeles, CA, 2005.
- **Cameron Azari** Author, "Twice the Notice or No Settlement." Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication" – Weil Gotshal litigation group, New York, NY, 2003.

## JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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

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

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

**Judge Lucy H. Koh, *Grace v. Apple, Inc.*** (Mar. 31, 2021) 17-CV-00551 (N.D. Cal.):

> *Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).*

**Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation*** (Mar. 30, 2021) MDL No. 2567, 14-2567 (W.D. Mo.):

> *Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.*

**Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company*** (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

> *The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.*

**Judge James D. Peterson, *Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health*** (Mar. 4, 2021) 18-cv-327 (W.D. Wis.):

> *The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.*
>
> *The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.*

**Judge Larry A. Burns, *Trujillo, et al. v. Ametek, Inc., et al.*** (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing… The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

**Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC*** (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

> *Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.*

**Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.*** (Feb. 9, 2021) 2:18-cv-8605 (C.D. Cal.):

> *The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

**Judge Jon S .Tigar, *Elder v. Hilton Worldwide Holdings, Inc.*** (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

> *"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.*
>
> *The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.*

**Judge Michael W. Jones, *Wallace, et al, v. Monier Lifetile LLC, et al.*** (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

> *The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.*

**Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC*** (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

> *The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.*

**Judge Haywood S. Gilliam, Jr.*, Izor v. Abacus Data Systems, Inc.*** (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

> *The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.*

**Judge Christopher C. Conner, *Al's Discount Plumbing, et al. v. Viega, LLC*** (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

**Judge Naomi Reice Buchwald, *In re: Libor-Based Financial Instruments Antitrust Litigation*** (Dec. 16, 2020) MDL No. 2262 1:11-md-2262 (S.D.N.Y.):

> *Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.*

**Judge Larry A. Burns, *Cox, et al. Ametek, Inc., et al.*** (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing… The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

**Judge Timothy J. Sullivan*, Robinson v. Nationstar Mortgage LLC*** (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.*

**Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation*** (Dec. 10, 2020) 4:13-md-02420, MDL No. 2420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational released was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.*

**Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District*** (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

> *Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.*

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

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

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

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

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

> *Therefore, the Court GRANTS the Final Approval Motion, CERTIFIES the class as defined below for settlement purposes only, APPROVES the Settlement, and GRANTS the Fee Motion…*
> *The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.*

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

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

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

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

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

> *The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.*
>
> *Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).*

**Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals*** (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

> *Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process . . . .*

**Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.*** (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

> *Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders,*
>
> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

**Judge George H. Wu, *Lusnak v. Bank of America, N.A.*** (Aug. 10, 2020) CV 14-1855 (C.D. Cal.):

> *The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.*

**Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.*** (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The Court finds that the members of the Settlement Class were provided with the best practicable notice; the notice was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.*

**Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority, et al.*** (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

> *The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.*

**Judge Jean Hoefer Toal, *Cook, et al. v. South Carolina Public Service Authority, et al.*** (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

> *Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.*

**Judge Peter J. Messitte, *Jackson, et al. v. Viking Group, Inc., et al.*** (July 28, 2020) 8:18-cv-02356 (D. Md.):

> *[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.*

**Judge Michael P. Shea, *Grayson, et al. v. General Electric Company*** (July 27, 2020) 3:13-cv-01799 (D. Conn.):

> *Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.*

**Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company, et al.*** (July 20, 2020) 19-cv-00977 (E.D. Pa.):

> *The Class Notice . . . has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

**Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation, et al.*** (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

> *The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members*

*and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute (including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.*

**Judge James Donato, *Coffeng, et al. v. Volkswagen Group of America, Inc.*** (June 10, 2020) 17-cv-01825 (N.D. Cal.):

*The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

**Judge Michael W. Fitzgerald*, Behfarin v. Pruco Life Insurance Company, et al.*** (June 3, 2020) 17-cv-05290 (C.D. Cal.):

*The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied . . . .*

*This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.*

**Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.*** (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

*The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.*

**Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.)** (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

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

**Judge Amos L. Mazzant, *Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens*** (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

*The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.*

*In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the*

*Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).*

**Judge Michael H. Simon,** ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** (Mar. 2, 2020) 3:15-md-2633 (D. Ore.):

*The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.*

**Judge Maxine M. Chesney,** ***McKinney-Drobnis, et al. v. Massage Envy Franchising*** (Mar. 2, 2020) 3:16-cv-6450 (N.D. Cal.):

*The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

**Judge Harry D. Leinenweber,** ***Albrecht v. Oasis Power, LLC d/b/a Oasis Energy*** (Feb. 6, 2020) 1:18-cv-1061 (N.D. Ill.):

*The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

*The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.*

**Judge Robert Scola, Jr.,** ***Wilson, et al. v. Volkswagen Group of America, Inc., et al.*** (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

*The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.*

**Judge Michael Davis,** ***Garcia v. Target Corporation*** (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

*The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final*

*Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

**Judge Bruce Howe Hendricks, *In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*** (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

*The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.*

**Judge Margo K. Brodie, *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2019) MDL No. 1720, 05-md-1720 (E.D.N.Y.):

*The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.*

**Judge Steven Logan, *Knapper v. Cox Communications, Inc.*** (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

*The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.*

**Judge Manish Shah, *Prather v. Wells Fargo Bank, N.A.*** (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

*The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

**Judge Liam O'Grady, *Liggio v. Apple Federal Credit Union*** (Dec. 6, 2019) 1:18-cv-01059 (E.D. Vir.):

*The Court finds that the manner and form of notice (the "Notice Plan") as provided for in the this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator. . . The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.*

**Judge Brian McDonald, *Armon, et al. v. Washington State University*** (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

*The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate*

*instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.*

**Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation*** (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

*Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.*

**Judge Paul L. Maloney, *Burch v. Whirlpool Corporation*** (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

*[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.*

**Judge Gene E.K. Pratter, *Tashica Fulton-Green, et al. v. Accolade, Inc.*** (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

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

**Judge Edwin Torres, *Burrow, et al. v. Forjas Taurus S.A., et al.*** (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

*Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).*

**Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens*** (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

*The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.*

*In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).*

**Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation*** (Aug. 22, 2019) MDL No. 2595, 2:15-cv-222 (N.D. Ala.):

*The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.*

*The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.*

**Judge Christina A. Snyder, *Zaklit, et al. v. Nationstar Mortgage LLC, et al.*** (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

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

**Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.*** (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

> *The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

**Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation*** (Aug. 16, 2019) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.*

**Judge Jon Tigar, *McKnight, et al. v. Uber Technologies, Inc., et al.*** (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

> *The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.*

**Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank*** (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

> *This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.*

**Judge Karin Crump, *Hyder, et al. v. Consumers County Mutual Insurance Company*** (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis County Tex.):

> *Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.*

**Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc., et al.*** (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

> *The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.*

**Judge Andrew G. Ceresia, J.S.C., *Denier, et al. v. Taconic Biosciences, Inc.*** (July 15, 2019) 00255851 (Sup Ct. N.Y.):

> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.*

**Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC*** (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

> *Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.*

**Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary, et al.*** (June 28, 2019) BC589243 (Sup. Ct. Cal.):

> *The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.*

**Judge John C. Hayes III, *Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.*** (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

> *These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice. See Eisen v. Carlisle & Jacquelin, 417 U.S. 156, 94 S.Ct. 2140 (1974); Hospitality Mgmt. Assoc., Inc. v. Shell Oil, Inc., 356 S.C. 644, 591 S.E.2d 611 (2004). Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.*

**Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC*** (June 4, 2019) 1112-17046 (Ore. Cir., County of Multnomah):

> *The Court finds that the Notice Plan was effected in accordance with the Preliminary Approval and Notice Order, dated March 26, 2019, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

**Judge Cynthia Bashant, *Lloyd, et al. v. Navy Federal Credit Union*** (May 28, 2019) 17-cv-1280 (S.D. Cal.):

> *This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.*

**Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.*** (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

> *Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.*

**Judge Edward J. Davila, *In re: HP Printer Firmware Update Litigation*** (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

> *Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

**Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc., et al.*** (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

> *The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.*

**Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)*** (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

> *The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.*

**Judge Alison J. Nathan, *Pantelyat, et al. v. Bank of America, N.A., et al.*** (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

**Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.*** (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

> *[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

**Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation*** (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

> *The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Ford)** (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

> *The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States*

*Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

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

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

**Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.*** (Nov. 13, 2018) 14-cv-7126 (S.D.N.Y.):

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

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

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

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

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

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

*The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the Case 1:17-cv-23006-MGC Document 66 Entered on FLSD Docket 09/28/2018 Page 3 of 7 4 proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

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

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

*entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.*

**Judge M. James Lorenz, *Farrell v. Bank of America, N.A.*** (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

*The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

**Judge Dean D. Pregerson, *Falco, et al. v. Nissan North America, Inc., et al.*** (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

*Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

**Judge Lynn Adelman, *In re: Windsor Wood Clad Window Product Liability Litigation*** (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

*The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.*

**Judge Stephen K. Bushong, *Surrett, et al. v. Western Culinary Institute, et al.*** (June 18, 2018) 0803-03530 (Ore. Cir. County of Multnomah):

*This Court finds that the distribution of the Notice of Settlement was effected in accordance with the Preliminary Approval/Notice Order, dated February 9, 2018, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

**Judge Jesse M. Furman, *Alaska Electrical Pension Fund, et al. v. Bank of America, N.A., et al.*** (June 1, 2018) 14-cv-7126 (S.D.N.Y.):

*The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

**Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)*** (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

*The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.*

*[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.*

**Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC*** (May 8, 2018) 17-cv-22967 (S.D. Fla.):

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

**Chancellor Russell T. Perkins, *Morton v. GreenBank*** (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

> *The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.*

**Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC*** (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

> *The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.*
>
> *The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.*
>
> *The Court has considered and rejected the objection . . . [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator*

**Judge Thomas M. Durkin, *Vergara, et al., v. Uber Technologies, Inc.*** (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Honda & Nissan)** (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

> *The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

**Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company*** (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

> *Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval*

*Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.*

**Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation*** (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

*The Court-approved Notice Plan satisfied due process requirements . . . The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.*

**Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.*** (Dec. 13, 2017) 13-CV-0703 (S.D.N.Y.):

*The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

**Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.*** (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

*Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.*

**Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation*** (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla):

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

**Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.*** (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

*Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).*

**Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.*** (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

*Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

**Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (BMW, Mazda, Toyota, & Subaru)** (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

*[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether*

*favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

**Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation*** (May 17, 2017) MDL No. 2672 (N.D. Cal.):

*The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "apprise[d] interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections." Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% "exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used." (Dkt. No. 3188-2 ¶ 24.)*

**Judge Rebecca Brett Nightingale, *Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.*** (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

*The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it was "reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15).*

**Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company*** (Apr. 13, 2017) No. 8:15-cv-00061 (D. Neb.):

*The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.*

**Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.*** (Apr. 13, 2017) 4:12-cv-00664 (N.D. Cal.):

*The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.*

*Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.*

*Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).*

**Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al.*** (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al.*** 2:13-cv-02634 (D. Kan.):

*The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.*

**Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation*** (Dec. 9, 2016) MDL No. 2380 (M.D. Pa.):

*The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.*

**Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.*** (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

> *The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.*

**Judge Eileen Bransten, *In re: HSBC Bank USA, N.A.,* as part of *In re: Checking Account Overdraft Litigation*** (Oct. 13, 2016) 650562/2011 (Sup. Ct. N.Y.):

> *This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.*

**Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation*** (Sept. 20, 2016) MDL No. 2540 (D.N.J.):

> *The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.*

**Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.*** (Apr. 11, 2016) 14-23120 (S.D. Fla.):

> *Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.*

**Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation*** (Mar. 22, 2016) 4:13-md-02420 MDL No. 2420 (N.D. Cal.):

> *From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.*

**Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.*** (July 30, 2015) 14-10979 (Bankr. D. Del.):

> *Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.*

**Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation*** (July 22, 2015) MDL No. 2333, 2:12-mn-00001 (D.S.C.):

> *The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.*
>
> *The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own or through counsel hired at their own expense); and (5) the binding and*

*preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.*

**Judge Robert W. Gettleman, *Adkins, et al. v. Nestlé Purina PetCare Company, et al.*** (June 23, 2015) 1:12-cv-02871 (N.D. Ill.):

*Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.*

**Judge James Lawrence King, *Steen v. Capital One, N.A.*** (May 22, 2015) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.):

*The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." Shutts, 472 U.S. at 812 (quoting Mullane, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.*

**Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*** (Dec. 29, 2014) 1:10-cv-10392 (D. Mass.):

*This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.*

**Judge Edward J. Davila, *Rose v. Bank of America Corporation, et al.*** (Aug. 29, 2014) 5:11-cv-02390 and 5:12-cv-0400 (N.D. Cal.):

*The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.*

**Judge James A. Robertson, II, *Wong, et al. v. Alacer Corp.*** (June 27, 2014) CGC-12-519221 (Sup. Ct. Cal.):

*Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.*

**Judge John Gleeson,** ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards… The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.*

**Judge Lance M. Africk,** ***Evans, et al. v. TIN, Inc., et al.*** (July 7, 2013) 2:11-cv-02067 (E.D. La.):

> *The Court finds that the dissemination of the Class Notice… as described in Notice Agent Lauran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances…; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.*

**Judge Edward M. Chen,** ***Marolda v. Symantec Corporation*** (Apr. 5, 2013) 3:08-cv-05701 (N.D. Cal.):

> *Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.*

**Judge Ann D. Montgomery,** ***In re: Zurn Pex Plumbing Products Liability Litigation*** (Feb. 27, 2013) MDL No. 1958, 08-md-1958 (D. Minn.):

> *The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.*
>
> *The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

**Magistrate Judge Stewart,** ***Gessele, et al. v. Jack in the Box, Inc.*** (Jan. 28, 2013) 3:10-cv-960 (D. Ore.):

> *Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.*

**Judge Carl J. Barbier,** ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** *(Medical Benefits Settlement)* (Jan. 11, 2013) MDL No. 2179 (E.D. La.):

> *Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (Id. ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (Id. ¶ 5.)*

*The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.*

**Judge Carl J. Barbier, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** *(Economic and Property Damages Settlement)* (Dec. 21, 2012) MDL No. 2179 (E.D. La.):

*The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.*

*The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.*

*The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.*

**Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.*** (Aug. 17, 2012) 12-C-1599 (27th Jud. D. Ct. La.):

*Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.*

**Judge James Lawrence King, *Sachar v. Iberiabank Corporation*** (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** MDL No. 2036 (S.D. Fla):

*The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described "the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment." In re: Nissan Motor Corp. Antitrust Litig., 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class*

*Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys' fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice "reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections." Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.*

**Judge Bobby Peters, *Vereen v. Lowe's Home Centers*** (Apr. 13, 2012) SU10-cv-2267B (Ga. Super. Ct.):

*The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court's Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.*

*The affidavit of the notice expert conclusively supports this Court's finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC's Manual for Complex Litigation, 4th.*

**Judge Lee Rosenthal, *In re: Heartland Payment Systems, Inc. Customer Data Security Breach Litigation*** (Mar. 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)'s reasonableness requirement… Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See Katrina Canal Breaches, 628 F.3d at 197. Both the summary notice and the detailed notice "were written in easy-to-understand plain English." In re: Black Farmers Discrimination Litig., — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord AGGREGATE LITIGATION § 3.04(c).15 The notice provided "satisf[ies] the broad reasonableness standards imposed by due process" and Rule 23. Katrina Canal Breaches, 628 F.3d at 197.*

**Judge John D. Bates, *Trombley v. National City Bank*** (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

*The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court's January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.*

**Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank*** (July 29, 2011) 1:09-cv-06655 (N.D. Ill.):

*The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.*

**Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.*** (June 30, 2011) 11-C-3187-B (27th Jud. D. Ct. La.):

*Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court*

*to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.*

**Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*** (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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

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

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

**Judge Sara Loi, *Pavlov v. Continental Casualty Co.*** (Oct. 7, 2009) 5:07-cv-2580 (N.D. Ohio):

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

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

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

## LEGAL NOTICE CASES

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

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| ***Yamagata et al. v. Reckitt Benckiser LLC*** | N.D. Cal., No. 3:17-cv-03529 |
| ***Thompson et al. v. Community Bank, N.A.*** **(Overdraft)** | N.D.N.Y., No. 8:19-cv-0919 |
| ***Silveira v. M&T Bank*** | C.D. Cal., No. 2:19-cv-06958 |
| ***In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency, et al.*** **(OCTA Settlement)** | C.D. Cal., No. 8:16-cv-00262 |
| ***In Re: Toll Roads Litigation*** **(3M/TCA Settlement)** | C.D. Cal., No. 8:16-cv-00262 |

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| ***Pearlstone v. Wal-Mart Stores, Inc.*** **(Sales Tax)** | C.D. Cal., No. 4:17-cv-02856 |
| ***Zanca, et al. v. Epic Games, Inc.*** **(Fortnite or Rocket League Video Games)** | Sup Ct. Wake Cnty., N.C., No. 21-CVS-534 |
| ***In re: Flint Water Cases*** | E.D. Mich., No. 5:16-cv-10444 |
| ***Kukorinis, et al. v. Walmart, Inc.*** | S.D. Fla., No. 1:19-cv-20592 |
| ***Grace v. Apple, Inc.*** | N.D. Cal., No. 17-CV-00551 |
| ***Alvarez v. Sirius XM Radio Inc.*** | C.D. Cal., No. 2:18-cv-8605 |
| ***In re: Pre-Filled Propane Tank Antitrust Litigation*** | W.D. Mo., No. MDL No. 2567, No. 14-2567 |
| ***In re: Disposable Contact Lens Antitrust Litigation*** **(ABB Concise Optical Group, LLC)** | M.D. Fla., No. 3:15-md-02626 |
| ***Bally v. State Farm Insurance Company*** | N.D. Cal., No. 3:18-cv-04954 |
| ***Morris v. Provident Credit Union*** **(Overdraft)** | Sup. Ct. Cal. Cty. of San Fran., No. CGC-19-581616 |
| ***Pennington v. Tetra Tech, Inc. et al.*** | N.D. Cal., No. 3:18-cv-05330 |
| ***Maldonado et al. v. Apple Inc, et al.*** | N.D. Cal., No. 3:16-cv-04067 |
| ***UFCW & Employers Benefit Trust v. Sutter Health, et al.*** | Sup. Ct. of Cal., Cnty of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398 |
| ***Fitzhenry v. Independent Home Products, LLC*** **(TCPA)** | D.S.C., No. 2:19-cv-02993 |
| ***In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc., et al.*** | C.D. Cal., Nos. 8:17-CV-00838 & 18-cv-02223 |
| ***Sager, et al. v. Volkswagen Group of America, Inc., et al.*** | D.N.J., No. 18-cv-13556 |
| ***Bautista v. Valero Marketing and Supply Company*** | N.D. Cal., No. 3:15-cv-05557 |
| ***Snee Farm Lakes Homeowner's Association Inc. v. The Commissioners of Public Works for the Town of Mount Pleasant d/b/a Mount Pleasant Waterworks*** | Ct. of Com. Pleas., S.C., No. 2018-CP-10-2764 |
| ***Richards, et al. v. Chime Financial, Inc.*** | N.D. Cal., No. 4:19-cv-06864 |
| ***In re: Health Insurance Innovations Securities Litigation*** | M.D. Fla., No. 8:17-cv-02186 |
| ***Fox, et al. v. Iowa Health System d.b.a. UnityPoint Health*** **(Data Breach)** | W.D. Wis., No. 18-cv-327 |
| ***Smith v. Costa Del Mar, Inc.*** | M.D. Fla., No. 3:18-cv-1011 |
| ***Al's Discount Plumbing, et al. v. Viega, LLC*** **(Building Products)** | M.D. Pa., No. 19-cv-00159 |
| ***The Weinstein Company Holdings, LLC*** | Bankr. D. Del., No. 18-10601 |
| ***Rose v. The Travelers Home and Marine Insurance Company, et al.*** | E.D. Pa., No. 19-cv-00977 |
| ***Paris et al. v. Progressive American Insurance Company, et al.*** | S.D. Fla., No. 19-cv-21761 |
| ***Chinitz v. Intero Real Estate Services*** | N.D. Cal., No. 5:18-cv-05623 |
| ***Eastwood Construction LLC, et al. v. City of Monroe***<br>***The Estate of Donald Alan Plyler Sr., et al. v. City of Monroe*** | Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825 |

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| ***Garvin v. San Diego Unified Port District*** | Sup. Ct. Cal., No. 37-2020-00015064 |
| ***Consumer Financial Protection Bureau v. Siringoringo Law Firm*** | C.D. Cal., No. 8:14-cv-01155 |
| ***Robinson v. Nationstar Mortgage LLC*** | D. Md., No. 8:14-cv-03667 |
| ***Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC (TCPA)*** | S.D. Ala., No. 1:19-cv-00563 |
| ***In re: Libor-Based Financial Instruments Antitrust Litigation*** | S.D.N.Y., MDL No. 2262, No. 1:11-md-2262 |
| ***Izor v. Abacus Data Systems, Inc.* (TCPA)** | N.D. Cal., No. 19-cv-01057 |
| ***Cook, et al. v. South Carolina Public Service Authority, et al.*** | Ct. of Com. Pleas. 13th Jud. Cir. S.C., No. 2019-CP-23-6675 |
| ***K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals*** | 30th Jud. Dist. Tenn., No. CH-13-04871-1 |
| ***In re: Roman Catholic Diocese of Harrisburg*** | Bank. Ct. M.D. Pa., No. 1:20-bk-00599 |
| ***Denier, et al. v. Taconic Biosciences, Inc.*** | Sup Ct. N.Y., No. 00255851 |
| ***Robinson v. First Hawaiian Bank* (Overdraft)** | Cir. Ct. of First Cir. Haw., No. 17-1-0167-01 |
| ***Burch v. Whirlpool Corporation*** | W.D. Mich., No. 1:17-cv-00018 |
| ***Armon, et al. v. Washington State University* (Data Breach)** | Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0 |
| ***Wilson, et al. v. Volkswagen Group of America, Inc., et al.*** | S.D. Fla., No. 17-cv-23033 |
| ***Prather v. Wells Fargo Bank, N.A.* (TCPA)** | N.D. Ill., No. 1:17-cv-00481 |
| ***In re: Wells Fargo Collateral Protection Insurance Litigation*** | C.D. Cal., No. 8:17-ml-02797 |
| ***Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.*** | D. Ore., No. 3:16-cv-00580 |
| ***Coffeng, et al. v. Volkswagen Group of America, Inc.*** | N.D. Cal., No. 17-cv-01825 |
| ***In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.)** | M.D. Fla., No. 3:15-md-02626 |
| ***Audet, et al. v. Garza, et al.*** | D. Conn., No. 3:16-cv-00940 |
| ***Hyder, et al. v. Consumers County Mutual Insurance Company*** | D. Ct. of Travis County Tex., No. D-1-GN-16-000596 |
| ***Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens*** | E.D. Tex., No. 4:19-cv-00248 |
| ***In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*** | D.S.C., MDL No. 2613, No. 6:15-MN-02613 |
| ***Liggio v. Apple Federal Credit Union*** | E.D. Vir., No. 1:18-cv-01059 |
| ***Garcia v. Target Corporation* (TCPA)** | D. Minn., No. 16-cv-02574 |
| ***Albrecht v. Oasis Power, LLC d/b/a Oasis Energy*** | N.D. Ill., No. 1:18-cv-1061 |
| ***McKinney-Drobnis, et al. v. Massage Envy Franchising*** | N.D. Cal., No. 3:16-cv-6450 |

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| ***In re: Optical Disk Drive Products Antitrust Litigation*** | N.D. Cal., MDL No. 2143, No. 3:10-md-2143 |
| ***Stone, et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens*** | E.D. Tex., No. 4:17-cv-00001 |
| ***In re: Kaiser Gypsum Company, Inc., el al.* (Asbestos)** | Bankr. W.D. N.C., No. 16-31602 |
| ***Kuss v. American HomePatient, Inc., et al.* (Data Breach)** | M.D. Fla., No. 8:18-cv-2348 |
| ***Lusnak v. Bank of America, N.A.*** | C.D. Cal., No. 14-cv-1855 |
| ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** | D. Ore., No. 3:15-md-2633 |
| ***Elder v. Hilton Worldwide Holdings, Inc.* (Hotel Stay Promotion)** | N.D. Cal., No. 16-cv-00278 |
| ***Grayson, et al. v. General Electric Company* (Microwaves)** | D. Conn., No. 3:13-cv-01799 |
| ***Harris, et al. v. Farmers Insurance Exchange and Mid Century Insurance Company*** | Sup. Ct Cal., No. BC 579498 |
| ***Lashambae v. Capital One Bank, N.A.* (Overdraft)** | E.D.N.Y., No. 1:17-cv-06406 |
| ***Trujillo, et al. v. Ametek, Inc., et al.* (Toxic Leak)** | S.D. Cal., No.3:15-cv-01394 |
| ***Cox, et al. v. Ametek, Inc., et al.* (Toxic Leak)** | S.D. Cal., No. 3:17-cv-00597 |
| ***Pirozzi, et al. v. Massage Envy Franchising, LLC*** | E.D. Mo., No. 4:19-CV-807 |
| ***Lehman v. Transbay Joint Powers Authority, et al.* (Millennium Tower)** | Sup. Ct. Cal., No. GCG-16-553758 |
| ***In re: FCA US LLC Monostable Electronic Gearshift Litigation*** | E.D. Mich., MDL No. 2744 & No. 16-md-02744 |
| ***Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.*, as part of *In re: Checking Account Overdraft*** | S.D. Fla., No. 1:10-CV-22190, as part of MDL No. 2036 |
| ***Behfarin v. Pruco Life Insurance Company, et al.*** | C.D. Cal., No. 17-cv-05290 |
| ***In re: Renovate America Finance Cases*** | Sup. Ct, Cal., County of Riverside, No. RICJCCP4940 |
| ***Nelson v. Roadrunner Transportation Systems, Inc.* (Data Breach)** | N.D. Ill., No. 1:18-cv-07400 |
| ***Skochin, et al. v. Genworth Life Insurance Company, et al.*** | E.D. Vir., No. 3:19-cv-00049 |
| ***Walters, et al. v. Target Corp.* (Overdraft)** | S.D. Cal., No. 3:16-cv-1678 |
| ***Jackson, et al. v. Viking Group, Inc., et al.*** | D. Md., No. 8:18-cv-02356 |
| ***Waldrup v. Countrywide Financial Corporation, et al.*** | C.D. Cal., No. 2:13-cv-08833 |
| ***Burrow, et al. v. Forjas Taurus S.A., et al.*** | S.D. Fla., No. 1:16-cv-21606 |
| ***Henrikson v. Samsung Electronics Canada Inc.*** | Ontario Sup. Ct., No. 2762-16cp |
| ***In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation*** | E.D. Pa., No. 2:09-md-02034 |
| ***Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.*** | Ct. of Com. Pleas., S.C., No. 2017-CP-25-335 |

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| ***Rabin v. HP Canada Co., et al.*** | Quebec Ct., Dist. of Montreal, No. 500-06-000813-168 |
| ***McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.*** | Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015 |
| ***Di Filippo v. The Bank of Nova Scotia, et al.*** **(Gold Market Instrument)** | Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP |
| ***Adlouni v. UCLA Health Systems Auxiliary, et al.*** | Sup. Ct. Cal., No. BC589243 |
| ***Lloyd, et al. v. Navy Federal Credit Union*** | S.D. Cal., No. 17-cv-1280 |
| ***Luib v. Henkel Consumer Goods Inc.*** | E.D.N.Y., No. 1:17-cv-03021 |
| ***Zaklit, et al. v. Nationstar Mortgage LLC, et al.*** **(TCPA)** | C.D. Cal., No. 5:15-cv-02190 |
| ***In re: HP Printer Firmware Update Litigation*** | N.D. Cal., No. 5:16-cv-05820 |
| ***In re: Dealer Management Systems Antitrust Litigation*** | N.D. Ill., MDL No. 2817, No. 18-cv-00864 |
| ***Mosser v. TD Bank, N.A. and Mazzadra, et al. v. TD Bank, N.A.*****, as part of *In re: Checking Account Overdraft*** | E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036 |
| ***Naiman v. Total Merchant Services, Inc., et al.*** **(TCPA)** | N.D. Cal., No. 4:17-cv-03806 |
| ***In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation*** | Sup. Ct. Cal., No. CV2016-013446 |
| ***Parsons v. Kimpton Hotel & Restaurant Group, LLC*** **(Data Breach)** | N.D. Cal., No. 3:16-cv-05387 |
| ***Stahl v. Bank of the West*** | Sup. Ct. Cal., No. BC673397 |
| ***37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)*** | S.D.N.Y., No. 15-cv-9924 |
| ***Tashica Fulton-Green, et al. v. Accolade, Inc.*** | E.D. Pa., No. 2:18-cv-00274 |
| ***In re: Community Health Systems, Inc. Customer Data Security Breach Litigation*** | N.D. Ala., MDL No. 2595, No. 2:15-CV-222 |
| ***Al's Pals Pet Card, LLC, et al. v. Woodforest National Bank, N.A., et al.*** | S.D. Tex., No. 4:17-cv-3852 |
| ***Cowen v. Lenny & Larry's Inc.*** | N.D. Ill., No. 1:17-cv-01530 |
| ***Martin v. Trott*** **(MI - Foreclosure)** | E.D. Mich., No. 2:15-cv-12838 |
| ***Knapper v. Cox Communications, Inc.*** **(TCPA)** | D. Ariz., No. 2:17-cv-00913 |
| ***Dipuglia v. US Coachways, Inc.*** **(TCPA)** | S.D. Fla., No. 1:17-cv-23006 |
| ***Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN*** **(TCPA)** | N.D. Cal., No. 3:16-cv-05486 |
| ***First Impressions Salon, Inc., et al. v. National Milk Producers Federation, et al.*** | S.D. Ill., No. 3:13-cv-00454 |
| ***Raffin v. Medicredit, Inc., et al.*** | C.D. Cal., No. 15-cv-4912 |

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| ***Gergetz v. Telenav, Inc.*** **(TCPA)** | N.D. Cal., No. 5:16-cv-04261 |
| ***Ajose, et al. v. Interline Brands Inc.*** **(Plumbing Fixtures)** | M.D. Tenn., No. 3:14-cv-01707 |
| ***Underwood v. Kohl's Department Stores, Inc., et al.*** | E.D. Pa., No. 2:15-cv-00730 |
| ***Surrett, et al. v. Western Culinary Institute, et al.*** | Ore. Cir., County of Multnomah, No. 0803-03530 |
| ***Vergara, et al., v. Uber Technologies, Inc.*** **(TCPA)** | N.D. Ill., No. 1:15-CV-06972 |
| ***Watson v. Bank of America Corporation, et al.;***<br>***Bancroft-Snell et al. v. Visa Canada Corporation, et al.;***<br>***Bakopanos v. Visa Canada Corporation, et al.;***<br>***Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank, et al.;***<br>***Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)*** | Sup. Ct. of B.C., No. VLC-S-S-112003;<br>Ontario Sup. Ct., No. CV-11-426591;<br>Sup. Ct. of Quebec, No. 500-06-00549-101;<br>Ct. of QB of Alberta, No. 1203-18531;<br>Ct. of QB of Saskatchewan, No. 133 of 2013 |
| ***In re: Takata Airbag Products Liability Litigation*** **(OEMs – BMW, Mazda, Subaru, and Toyota)** | S.D. Fla., MDL No. 2599 |
| ***In re: Takata Airbag Products Liability Litigation*** **(OEMs – Honda and Nissan)** | S.D. Fla., MDL No. 2599 |
| ***In re: Takata Airbag Products Liability Litigation*** **(OEM – Ford)** | S.D. Fla., MDL No. 2599 |
| ***Poseidon Concepts Corp., et al.*** **(Canadian Securities Litigation)** | Ct. of QB of Alberta, No. 1301-04364 |
| ***Callaway v. Mercedes-Benz USA, LLC*** **(Seat Heaters)** | C.D. Cal., No. 8:14-cv-02011 |
| ***Hale v. State Farm Mutual Automobile Insurance Company, et al.*** | S.D. Ill., No. 3:12-cv-0660 |
| ***Farrell v. Bank of America, N.A.*** **(Overdraft)** | S.D. Cal., No. 3:16-cv-00492 |
| ***In re: Windsor Wood Clad Window Products Liability Litigation*** | E.D. Wis., MDL No. 2688, No. 16-MD-02688 |
| ***Wallace, et al, v. Monier Lifetile LLC, et al.*** | Sup. Ct. Cal., No. SCV-16410 |
| ***In re: Parking Heaters Antitrust Litigation*** | E.D.N.Y., No. 15-MC-0940 |
| ***Pantelyat, et al. v. Bank of America, N.A., et al.*** **(Overdraft / Uber)** | S.D.N.Y., No. 16-cv-08964 |
| ***Falco et al. v. Nissan North America, Inc., et al.*** **(Engine – CA & WA)** | C.D. Cal., No. 2:13-cv-00686 |
| ***Alaska Electrical Pension Fund, et al. v. Bank of America N.A., et al.*** **(ISDAfix Instruments)** | S.D.N.Y., No. 14-cv-7126 |
| ***Larson v. John Hancock Life Insurance Company (U.S.A.)*** | Sup. Ct. Cal., No. RG16813803 |
| ***Larey v. Allstate Property and Casualty Insurance Company*** | W.D. Kan., No. 4:14-cv-04008 |
| ***Orlander v. Staples, Inc.*** | S.D.N.Y., No. 13-cv-0703 |
| ***Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)*** | S.D. Fla., No. 1:17-cv-22967 |
| ***Gordon, et al. v. Amadeus IT Group, S.A., et al.*** | S.D.N.Y., No. 1:15-cv-05457 |
| ***Alexander M. Rattner v. Tribe App., Inc., and***<br>***Kenneth Horsley v. Tribe App., Inc.*** | S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-2311 |

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| ***Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.*** | E.D. Pa., No. 2:14-cv-04464 |
| ***Mahoney v. TT of Pine Ridge, Inc.*** | S.D. Fla., No. 9:17-cv-80029 |
| ***Ma, et al. v. Harmless Harvest Inc.* (Coconut Water)** | E.D.N.Y., No. 2:16-cv-07102 |
| ***Reilly v. Chipotle Mexican Grill, Inc.*** | S.D. Fla., No. 1:15-cv-23425 |
| ***The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") (Bankruptcy)*** | D. Puerto Rico, No. 17-04780 |
| ***In re: Syngenta Litigation*** | 4th Jud. Dist. Minn., No. 27-CV-15-3785 |
| ***T.A.N. v. PNI Digital Media, Inc.*** | S.D. Ga., No. 2:16-cv-132 |
| ***Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)*** | N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938 |
| ***McKnight, et al. v. Uber Technologies, Inc., et al.*** | N.D. Cal., No. 14-cv-05615 |
| ***Gottlieb v. Citgo Petroleum Corporation* (TCPA)** | S.D. Fla., No. 9:16-cv-81911 |
| ***Farnham v. Caribou Coffee Company, Inc.* (TCPA)** | W.D. Wis., No. 16-cv-00295 |
| ***Jacobs, et al. v. Huntington Bancshares Inc., et al.* (FirstMerit Overdraft Fees)** | Ohio C.P., No. 11CV000090 |
| ***Morton v. Greenbank* (Overdraft Fees)** | 20th Jud. Dist. Tenn., No. 11-135-IV |
| ***Ratzlaff, et al. v. BOKF, NA d/b/a Bank of Oklahoma, et al.* (Overdraft Fees)** | Dist. Ct. Okla., No. CJ-2015-00859 |
| ***Klug v. Watts Regulator Company* (Product Liability)** | D. Neb., No. 8:15-cv-00061 |
| ***Bias v. Wells Fargo & Company, et al.* (Broker's Price Opinions)** | N.D. Cal., No. 4:12-cv-00664 |
| ***Greater Chautauqua Federal Credit Union v. Kmart Corp., et al.* (Data Breach)** | N.D. Ill., No. 1:15-cv-02228 |
| ***Hawkins v. First Tennessee Bank, N.A., et al.* (Overdraft Fees)** | 13th Jud. Cir. Tenn., No. CT-004085-11 |
| ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement)** | N.D. Cal., MDL No. 2672 |
| ***In re: HSBC Bank USA, N.A.*** | Sup. Ct. N.Y., No. 650562/11 |
| ***Glaske v. Independent Bank Corporation* (Overdraft Fees)** | Cir. Ct. Mich., No. 13-009983 |
| ***MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company*** | 11th Jud. Cir. Fla, No. 15-27940-CA-21 |
| ***In re: Lithium Ion Batteries Antitrust Litigation*** | N.D. Cal., MDL No. 2420, No. 4:13-MD-02420 |
| ***Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.*** | S.D. Fla., No. 14-cv-23120 |
| ***Small v. BOKF, N.A.*** | D. Colo., No. 13-cv-01125 |
| ***Forgione v. Webster Bank N.A.* (Overdraft Fees)** | Sup. Ct. Conn., No. X10-UWY-CV-12-6015956-S |

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| ***Swift v. BancorpSouth Bank*, as part of *In re: Checking Account Overdraft*** | N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036 |
| ***Whitton v. Deffenbaugh Industries, Inc., et al.***<br>***Gary, LLC v. Deffenbaugh Industries, Inc., et al.*** | D. Kan., No. 2:12-cv-02247<br>D. Kan., No. 2:13-cv-02634 |
| ***In re: Citrus Canker Litigation*** | 11th Jud. Cir., Fla., No. 03-8255 CA 13 |
| ***In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation*** | D.N.J., MDL No. 2540 |
| ***In re: Shop-Vac Marketing and Sales Practices Litigation*** | M.D. Pa., MDL No. 2380 |
| ***Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.*** | 27th Jud. D. Ct. La., No. 12-C-1599 |
| ***Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.*** | 27th Jud. D. Ct. La., No. 13-C-5380 |
| ***Russell Minoru Ono v. Head Racquet Sports USA*** | C.D. Cal., No. 2:13-cv-04222 |
| ***Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.*** | 27th Jud. D. Ct. La., No. 13-C-3212 |
| ***Gattinella v. Michael Kors (USA), Inc., et al.*** | S.D.N.Y., No. 14-civ-5731 |
| ***In re: Energy Future Holdings Corp., et al.* (Asbestos Claims Bar Notice)** | Bankr. D. Del., No. 14-10979 |
| ***Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.*** | Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00 |
| ***Kota of Sarasota, Inc. v. Waste Management Inc. of Florida*** | 12th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC |
| ***Steen v. Capital One, N.A.*, as part of *In re: Checking Account Overdraft*** | E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036 |
| ***Childs, et al. v. Synovus Bank, et al.*, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***In re: MI Windows and Doors Inc. Products Liability Litigation* (Building Products)** | D.S.C., MDL No. 2333 |
| ***Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank*, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Scharfstein v. BP West Coast Products, LLC*** | Ore. Cir., County of Multnomah, No. 1112-17046 |
| ***Adkins, et al. v. Nestlé Purina PetCare Company, et al.*** | N.D. Ill., No. 1:12-cv-02871 |
| ***Smith v. City of New Orleans*** | Civil D. Ct., Parish of Orleans, La., No. 2005-05453 |
| ***Hawthorne v. Umpqua Bank* (Overdraft Fees)** | N.D. Cal., No. 11-cv-06700 |
| ***Gulbankian, et al. v. MW Manufacturers, Inc.*** | D. Mass., No. 1:10-cv-10392 |
| ***Costello v. NBT Bank* (Overdraft Fees)** | Sup. Ct. Del Cnty., N.Y., No. 2011-1037 |
| ***In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)*** | E.D.N.Y., MDL No. 2221, No. 11-MD-2221 |

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| ***Wong, et al. v. Alacer Corp.*** **(Emergen-C)** | Sup. Ct. Cal., No. CGC-12-519221 |
| ***Mello et al. v. Susquehanna Bank*****, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***In re: Plasma-Derivative Protein Therapies Antitrust Litigation*** | N.D. Ill., No. 09-CV-7666 |
| ***Simpson v. Citizens Bank*** **(Overdraft Fees)** | E.D. Mich., No. 2:12-cv-10267 |
| ***George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.*** | 27th Jud. D. Ct. La., No. 09-C-5242-B |
| ***Simmons v. Comerica Bank, N.A.*****, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***McGann, et al., v. Schnuck Markets, Inc.*** **(Data Breach)** | Mo. Cir. Ct., No. 1322-CC00800 |
| ***Rose v. Bank of America Corporation, et al.*** **(TCPA)** | N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-0400 |
| ***Johnson v. Community Bank, N.A., et al.*** **(Overdraft Fees)** | M.D. Pa., No. 3:12-cv-01405 |
| ***National Trucking Financial Reclamation Services, LLC, et al. v. Pilot Corporation, et al.*** | E.D. Ark., No. 4:13-cv-00250 |
| ***Price v. BP Products North America*** | N.D. Ill., No. 12-cv-06799 |
| ***Yarger v. ING Bank*** | D. Del., No. 11-154-LPS |
| ***Glube, et al. v. Pella Corporation, et al.*** **(Building Products)** | Ont. Super. Ct., No. CV-11-4322294-00CP |
| ***Fontaine v. Attorney General of Canada*** **(Mistassini Hostels Residential Schools)** | Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056 |
| ***Miner v. Philip Morris Companies, Inc., et al.*** **(Light Cigarettes)** | Ark. Cir. Ct., No. 60CV03-4661 |
| ***Williams v. SIF Consultants of Louisiana, Inc., et al.*** | 27th Jud. D. Ct. La., No. 09-C-5244-C |
| ***Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.*** | 27th Jud. D. Ct. La., No. 12-C-1599-C |
| ***Evans, et al. v. TIN, Inc., et al.*** **(Environmental)** | E.D. La., No. 2:11-cv-02067 |
| ***Anderson v. Compass Bank*****, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Casayuran v. PNC Bank*****, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Eno v. M & I Marshall & Ilsley Bank*** **as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Blahut v. Harris, N.A.*****, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***In re: Zurn Pex Plumbing Products Liability Litigation*** | D. Minn., MDL No. 1958, No. 08-md-1958 |
| ***Saltzman v. Pella Corporation*** **(Building Products)** | N.D. Ill., No. 06-cv-4481 |
| ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** **(Mastercard & Visa)** | E.D.N.Y., MDL No. 1720, No. 05-MD-1720 |
| ***RBS v. Citizens Financial Group, Inc.*****, as part of *In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |

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| ***Gessele, et al. v. Jack in the Box, Inc.*** | D. Ore., No. 3:10-cv-960 |
| ***Vodanovich v. Boh Brothers Construction*** **(Hurricane Katrina Levee Breaches)** | E.D. La., No. 05-cv-4191 |
| ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** **(Medical Benefits Settlement)** | E.D. La., MDL No. 2179 |
| ***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010*** **(Economic & Property Damages Settlement)** | E.D. La., MDL No. 2179 |
| ***Marolda v. Symantec Corporation*** **(Software Upgrades)** | N.D. Cal., No. 3:08-cv-05701 |
| ***Opelousas General Hospital Authority v. FairPay Solutions*** | 27th Jud. D. Ct. La., No. 12-C-1599-C |
| ***Fontaine v. Attorney General of Canada*** **(Stirland Lake and Cristal Lake Residential Schools)** | Ont. Super. Ct., No. 00-CV-192059 CP |
| ***Nelson v. Rabobank, N.A.*** **(Overdraft Fees)** | Sup. Ct. Cal., No. RIC 1101391 |
| ***Case v. Bank of Oklahoma*****, as part of** ***In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Harris v. Associated Bank*****, as part of** ***In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Wolfgeher v. Commerce Bank*****, as part of** ***In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***McKinley v. Great Western Bank*****, as part of** ***In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Lawson v. BancorpSouth*** **(Overdraft Fees)** | W.D. Ark., No. 1:12cv1016 |
| ***LaCour v. Whitney Bank*** **(Overdraft Fees)** | M.D. Fla., No. 8:11cv1896 |
| ***Sachar v. Iberiabank Corporation*****, as part of** ***In re: Checking Account Overdraft*** | S.D. Fla., MDL No. 2036 |
| ***Williams v. S.I.F. Consultants*** **(CorVel Corporation)** | 27th Jud. D. Ct. La., No. 09-C-5244-C |
| ***Gwiazdowski v. County of Chester*** **(Prisoner Strip Search)** | E.D. Pa., No. 2:08cv4463 |
| ***Williams v. Hammerman & Gainer, Inc.*** **(SIF Consultants)** | 27th Jud. D. Ct. La., No. 11-C-3187-B |
| ***Williams v. Hammerman & Gainer, Inc.*** **(Risk Management)** | 27th Jud. D. Ct. La., No. 11-C-3187-B |
| ***Williams v. Hammerman & Gainer, Inc.*** **(Hammerman)** | 27th Jud. D. Ct. La., No. 11-C-3187-B |
| ***Gunderson v. F.A. Richard & Assocs., Inc.*** **(First Health)** | 14th Jud. D. Ct. La., No. 2004-002417 |
| ***Delandro v. County of Allegheny*** **(Prisoner Strip Search)** | W.D. Pa., No. 2:06-cv-00927 |
| ***Mathena v. Webster Bank, N.A.*****, as part of** ***In re: Checking Account Overdraft*** | D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036 |
| ***Vereen v. Lowe's Home Centers*** **(Defective Drywall)** | Ga. Super. Ct., No. SU10-CV-2267B |
| ***Trombley v. National City Bank*****, as part of** ***In re: Checking Account Overdraft*** | D.D.C., No. 1:10-CV-00232, as part of S.D. Fla., MDL No. 2036 |

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| ***Schulte v. Fifth Third Bank*** **(Overdraft Fees)** | N.D. Ill., No. 1:09-cv-06655 |
| ***Satterfield v. Simon & Schuster, Inc.*** **(Text Messaging)** | N.D. Cal., No. 06-CV-2893 |
| ***In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation*** | S.D. Tex., MDL No. 2046 |
| ***Coyle v. Hornell Brewing Co.*** **(Arizona Iced Tea)** | D.N.J., No. 08-CV-2797 |
| ***Holk v. Snapple Beverage Corporation*** | D.N.J., No. 3:07-CV-03018 |
| ***Weiner v. Snapple Beverage Corporation*** | S.D.N.Y., No. 07-CV-08742 |
| ***Gunderson v. F.A. Richard & Assocs., Inc.*** **(Cambridge)** | 14th Jud. D. Ct. La., No. 2004-002417 |
| ***Miller v. Basic Research, LLC*** **(Weight-loss Supplement)** | D. Utah, No. 2:07-cv-00871 |
| ***In re: Countrywide Customer Data Breach Litigation*** | W.D. Ky., MDL No. 1998 |
| ***Boone v. City of Philadelphia*** **(Prisoner Strip Search)** | E.D. Pa., No. 05-CV-1851 |
| ***Little v. Kia Motors America, Inc.*** **(Braking Systems)** | N.J. Super. Ct., No. UNN-L-0800-01 |
| ***Opelousas Trust Authority v. Summit Consulting*** | 27th Jud. D. Ct. La., No. 07-C-3737-B |
| ***Steele v. Pergo*** **(Flooring Products)** | D. Ore., No. 07-CV-01493 |
| ***Pavlov v. Continental Casualty Co.*** **(Long Term Care Insurance)** | N.D. Ohio, No. 5:07-cv-2580 |
| ***Dolen v. ABN AMRO Bank N.V.*** **(Callable CD's)** | Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493 |
| ***In re: Department of Veterans Affairs (VA) Data Theft Litigation*** | D.D.C., MDL No. 1796 |
| ***In re: Katrina Canal Breaches Consolidated Litigation*** | E.D. La., No. 05-4182 |

Hilsoft-cv-146

# Exhibit 2

Declaration of Class Counsel and Firm Resumes

*In re fairlife Milk Products Marketing and Sales Practices Litig.*
MDL No. 2909, Lead Case No. 19-cv-03924-RMD-MDW (N.D. Ill.)

**UNITED STATES DISTRICT COURT**

**FOR THE NORTHERN DISTRICT OF ILLINOIS**

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| **IN RE FAIRLIFE MILK PRODUCTS MARKETING AND SALES PRACTICES LITIGATION**<br><br>**(This Document Relates to All Cases)** | **MDL No. 2909**<br><br>**Lead Case No. 1:19-cv-03924-RMD-MDW**<br><br>**Hon. Robert M. Dow, Jr.** |

**CLASS COUNSEL'S OMNIBUS DECLARATION IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

Amy E. Keller, Melissa S. Weiner, and Michael R. Reese declare as follows:

1. Following transfer and consolidation, on January 22, 2020, the Court appointed the undersigned (Amy E. Keller of DiCello Levitt Gutzler LLC, Melissa S. Weiner of Pearson, Simon & Warshaw, LLP, and Michael R. Reese of Reese LLP) as Interim Co-Lead Counsel on behalf of the putative classes, which this Court then renewed on December 27, 2021. *See* ECF Nos. 75, 142. We make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification, and Approval Of Notice Plan Pursuant to Federal Rule of Civil Procedure 23(e)(1) and have personal knowledge of all the matters addressed in this Declaration.

2. Our firm resumes are attached to this Declaration as Exhibits A (DiCello Levitt Gutzler LLC), B (Pearson, Simon & Warshaw, LLP), and C (Reese LLP).

3. This Declaration focuses on the facts that bear on the Court's determination of whether the proposed settlement is fair, reasonable, and adequate, and whether the Court should order that notice of the proposed settlement should be sent to the Settlement Class Members.[1]

***Overview of the Litigation***

4. Beginning in June 2019, eight putative class action complaints were filed against one or more Defendants in various federal courts around the country. Plaintiffs alleged generally that Defendants' false and deceptive marketing practices regarding the humane treatment of their cows induced Plaintiffs to pay a premium for Defendants' Milk Products, and thereby caused them harm. The allegations cited, among other things, video footage and reports produced by Animal Recovery Mission ("ARM"), an animal rights organization, which Plaintiffs alleged showed animal abuse at one or more of the farms, particularly Defendants' "flagship farm" Fair Oaks, which supplied milk to fairlife. The putative class actions asserted claims for, among other things, breach of express and implied warranty, unjust enrichment, common law fraud, intentional and negligent misrepresentation, and violations of certain state consumer protection laws, false advertising, and unfair competition statutes.

5. Our work began long before video footage and reports were produced by ARM. As detailed in the memorandum of law in support of our appointment as Interim Co-Lead Counsel, together in consultation with nonprofit organizations focused on the ethical treatment of animals and livestock, our team has been investigating Defendants' advertising of fairlife products and their treatment of farm animals in the supply chain—in preparation for filing an

[1] All capitalized terms used throughout this declaration shall have the same meaning as they have in the Settlement Agreement.

action such as this one—for several years. ECF No. 70-1 at 2, 14. As a result of our work, our team had enhanced knowledge of animal husbandry practices, how products move through the dairy supply chain, and which governmental agencies have oversight over various industry practices (such as the Food and Drug Administration, the United States Department of Agriculture, and the Environmental Protection Agency). We also had a firm understanding of the products Defendants sold, their target consumer demographics, and the representations Defendants generally made about Milk Products.

6. Shortly after filing our team's complaint, we participated in a mediation with defense counsel for Defendants Mike and Sue McCloskey and Select Milk Producers, Inc. led by the Honorable Wayne R. Andersen (Ret.) of JAMS, a skilled mediator who has extensive experience mediating and resolving complex class action lawsuits like this Litigation, to determine if steps could be taken to assure the welfare of dairy cows used in the production of the Milk Products and ensure that the alleged inhumane treatment of these animals ceased. This mediation was important for several, independent reasons. First, through our research, we understood that consumers paid a price premium for the products *because of* Defendants' Animal Welfare Promises at issue. Second, we understood that consumers found it important that Defendants address the alleged abuse at their farms as soon as possible. The focus of our early mediation efforts was to address—and have rectified as quickly as possible—the serious allegations of animal abuse that concerned consumers of the Milk Products. ECF No. 70-1 at 14-15. Although the mediation was not successful, it laid the groundwork for further discussions regarding significant injunctive relief that would directly address the allegations filed against Defendants.

7. On October 2, 2019, the Judicial Panel on Multidistrict Litigation (the "JPML") created this MDL when it transferred the then-pending eight, putative class action lawsuits against Defendants to the United States District Court for the Northern District of Illinois to create this Litigation. *See* ECF No. 35-1.

8. Following transfer and consolidation, on January 22, 2020, the Court appointed us as Co-Lead Interim Counsel on behalf of the putative classes. ECF No. 75. After several months of rigorous research, additional client interviews and other plaintiff vetting, analysis of the claims transferred into the MDL, and consultation with two, separate animal rights organizations, we filed a Consolidated Class Action Complaint ("Consolidated Complaint") on June 25, 2020. Also, because additional class members had contacted us expressing an interest in bringing claims against the Defendants, we added new Plaintiffs to the matter, necessitating the filing of a separate action, *Cantwell et al. v. The Coca-Cola Company et al*., Case Number 1:20-cv-03739 (N.D. Ill.), for the purposes of conferring subject matter jurisdiction over their claims.

9. Prior to these filings, Plaintiff Paula Honeycutt filed a ninth class action complaint on March 12, 2020, against Defendant Fair Oaks Farms Food, LLC, which was ultimately transferred to this Court for consolidated or coordinated pretrial treatment by the JPML on August 5, 2020. ECF No. 107.

10. Following the filing of the Consolidated Complaint, we negotiated a Stipulated Protective Order and Order Regarding Discovery of Electronically Stored Information with the Defendants, which the Court entered on July 8, 2020. ECF. No. 105. We also served the Defendants with discovery requests, including document requests and interrogatories.

11. While Defendants did not answer or otherwise plead in response to the Consolidated Complaint, the Court, in support of the Parties' shared interest in exploring early settlement discussions with an esteemed mediator who previously sat on the Northern District of Illinois bench, provided Defendants with several extensions to respond to the Consolidated Complaint, which ultimately led to the Settlement now before the Court. *See* ECF Nos. 113, 122, 134, 137.

***Overview of Settlement Discussions***

12. The Settlement was the product of intense, protracted, arm's-length negotiations that took place separately and by experienced and knowledgeable counsel.

13. We engaged in hard-fought settlement discussions and negotiations for nearly one and a half years with the Defendants, during which we participated in four full-day mediation sessions convened by Judge Andersen. The mediation sessions took place on October 28, 2020; November 20, 2020; June 3, 2021; and July 8, 2021. Additionally, we participated in dozens of conference calls between each session and solicited the assistance of Judge Andersen throughout the entirety of the settlement consummation process—as recently as within the last week—as we encountered significant impediments to resolution of the Settlement.

14. In support of our settlement discussions, we exchanged various written discovery requests, examined a voluminous number of documents in response (from documents produced on several, separate occasions), submitted multiple rounds of mediation briefs to Judge Andersen in advance of each mediation session, and exchanged a multitude of settlement positions, proposals, counterproposals, correspondence (including numerous rounds of letters and emails), and settlement demands through Judge Andersen.

15. While we made progress during each respective mediation, the Settlement now before the Court was not reached until recently—after the Parties accepted Judge Andersen's November 23, 2021 settlement recommendation to resolve the Litigation, the *Honeycutt* Complaint, and all related disputes (the "Mediator's Settlement Recommendation"). Even after that time, the Parties required Judge Andersen's assistance as each detail of the Settlement was hard-fought. And the Parties were only able to come to a final resolution of the terms of the Settlement this week.

16. Pursuant to the terms of the Mediator's Settlement Recommendation, Defendants agreed to (i) provide negotiated injunctive relief to benefit the Settlement Class, and (ii) pay $21 million into a non-reversionary common fund that would be used to pay all timely and valid claims made by Settlement Class Members, Service Awards to the Class Representatives, Plaintiffs' Attorneys' Fees and Costs, and the costs of Notice and Administration.

17. It was important to Class Counsel to ensure that none of the money from the Settlement Fund would be used to fund the negotiated injunctive relief. Accordingly, Defendants will separately pay to fund the injunctive relief provisions of the Settlement, and no amount of the $21 million fund will be used to pay for the injunctive relief, which includes systemic changes to the animal welfare practices as well as monitoring and auditing of the stipulated injunctive relief.

***The Settlement's Proposed Benefits***

18. The Settlement provides a fair, reasonable, and adequate resolution to the claims in this Litigation—providing Settlement Class Members with 25% of the purchase price of each of the Milk Products that they purchased, with an additional agreement that Cash Awards to

Settlement Class Members will be increased up to four times to exhaust the Net Settlement Fund. This provision of the Settlement was extremely hard fought; our research supported that 25% of the purchase price of Milk Products could be attributed to Defendants' animal welfare claims—a fact strongly disputed by the Defendants. Our research was based upon similar cases and comparing the Milk Products' average purchase price to several other products offered at the same price point and of the same quality (but without animal welfare promises).

19. In other words, based on our research and experience in similar cases conducting class-wide damages analyses, the 25% of the purchase price that consumers are receiving as a refund pursuant to the Settlement is equal to 100% of the price premium that they paid for the Milk Products. This is an excellent result for consumers.

20. We anticipate that all monies in the Net Settlement Fund earmarked for payment to Settlement Class Members will be used to pay the Cash Awards. However, if there are any monies left over after calculation of payment based upon the 25% refund, consumers will receive a *pro rata* increase up to four times (4x) the initial amount calculated based upon the 25% refund. This essentially amounts to a full disgorgement of the purchase price, which in our experience, is more than consumers would be entitled to at their best day at trial.

21. In the unlikely event that the Net Settlement Fund is not exhausted, a portion of the Net Settlement Fund will go to *cy pres* recipients with a close connection to the allegations in the Litigation as no amount will revert to Defendants. While this is a provision in the Settlement, Class Counsel do not believe that it will be triggered as they have worked closely with Epiq to design a Notice Plan to exhaust the Net Settlement Fund without the need for *cy pres*. As part of the negotiation process, we demanded a separate "Claim Stimulation Notice"

process, as described herein, which will allow the Parties to forecast how many claims are likely to be submitted based upon current metrics and adopt additional notice procedures to encourage Settlement Class Members to participate in the Settlement, if needed.

22. The Settlement provides that Settlement Class Members who opt for payment via check must negotiate (or "cash") their checks within 180 days; however, Settlement Class Members may opt to be paid electronically (as explained below). In the event that there remain some unnegotiated checks, those amounts will go to the *cy pres* recipients pursuant to the terms of the Settlement.

23. The Settlement's $21 million fund, however, is not the only benefit provided. We also negotiated, in consultation with nonprofits dedicated to animal welfare, important injunctive relief that addresses the issues presented in this Litigation. Chiefly, the injunctive relief, which shall last for three years, provides that farmers supplying milk to fairlife's supplier shall require background checks of employees with Direct and Regular Animal Contact, bar the hiring of individuals with criminal backgrounds for animal abuse or animal cruelty for positions involving Direct and Regular Animal Contact, and provide animal welfare training in English and Spanish. The injunctive relief also requires a veterinarian-approved written herd health plan and requires a veterinarian to make regular welfare visits to each farm. Dairy cows are treated more humanely under the proposed injunctive relief, which will be monitored closely, including with regular veterinary visits, protection from the heat and cold, access to clean and fresh water, access to sufficient feed, required euthanasia for dairy cows with serious, painful, or life-threatening conditions, a prohibition against kicking, punching, beating, cruelty, or acts of gross negligence, and other provisions which govern how the dairy cows should be treated. The proposed

injunctive relief is the result of a series of intense discussions—not only among counsel, but also with the assistance of third parties with experience in animal welfare. The injunctive relief directly addresses the animal abuse claims and will ensure that Defendants' dairy cows are treated more humanely. And while Plaintiffs have not attached a monetary value to the injunctive relief, the meaningful change to Defendants' animal abuse practices is a significant benefit to the consuming public—especially the Settlement Class Members who purchased the Milk Products *because of* the animal welfare promises.

***The Notice Plan and Claims Process***

24. In order to select a Claims Administrator that would not only provide Notice but also administer the Settlement, the Parties solicited proposals from several different notice and claims administrator companies. After studying those proposals carefully, and conducting video interviews of each of the companies, the Parties selected Epiq Class Action & Claims Solutions, Inc. ("Epiq") to administer the Settlement.

25. Epiq is experienced at successfully administering nationwide class action settlements, including acquiring class member data, delivering state-of-the-art notice to class members, creating easy-to-use websites for class members to check eligibility and basic benefit amounts, processing large and complex claims, calculating benefits, and efficiently communicating with members of the class.

26. Epiq has designed a robust Notice Plan that aims to reach as many members of the Settlement Class as possible. Pursuant to the proposed Notice Plan, and if approved by the Court, Epiq is to provide notice to members of the Settlement Class using the following methods: (i) direct notice via email for members of the Settlement Class with whom fairlife had direct

correspondence; (ii) digital publication notice publications based upon a specific, targeted advertising campaign, aimed to provide notice to fairlife's customers; (iv) a Settlement Website, which will be included in all Settlement notices, that contains, *inter alia*, information about the case, the Settlement, important dates and deadlines, and all relevant information regarding filing a Claim Form; and (v) a dedicated email address and toll-free number, which will also be included in all Settlement notices and on the Settlement Website.

27. Additionally, it was important to us that Settlement Class Members participate in the Settlement and are encouraged to file claims for Cash Awards under the Settlement. We requested that Epiq propose how to best ensure that Settlement Class Members are encouraged to file claims. To address Class Counsel's concerns, Epiq has proposed, and the Parties have accepted, consideration of a "claims stimulation" plan that will maximize the filing of Approved Claims by Settlement Class Members in order to ensure that the Notice is disseminated—and adjusted and enhanced as needed—to ensure that the Net Settlement Fund is exhausted through payment of Cash Awards. This innovative notice plan, which uses a two-step process, assesses in real time the effectiveness of class notice and adjusts the notice to best encourage Settlement Class Member participation in the Settlement.

***The Settlement is Fair Reasonable, and Adequate***

28. We believe that a settlement at this point in the Litigation is warranted because Settlement Class Members benefit immediately from Cash Awards up to $100, subject to *pro rata* adjustments up or down, which provides potentially more than they would receive at trial—years from now—if the Litigation were to proceed. Based upon our research, this Settlement represents one of the largest food and beverage product settlements concerning deceptive

marketing practices, and we believe it also provides some of the most robust injunctive relief of any of the settlements we researched as part of the settlement process.

29. The Settlement Agreement also provides for significant injunctive relief that will ensure the fair and ethical treatment of dairy cows at *all* of the farms which produce the Milk Products. The injunctive relief will be subject to a third-party auditor and monitor for three years to ensure compliance with the injunction. All these costs will be paid by Defendants from their own funds, and none of it will come from the $21 million Settlement Amount.

30. The Settlement now before the Court is the product of years of arm's-length, hard-fought settlement discussions led by Judge Andersen.

31. The Settlement must also be viewed against the significant risks to the Plaintiffs had they continued to litigate the case. If this Settlement is not approved, Defendants would likely move to dismiss most, if not all, of Plaintiffs' claims, and if the Litigation survived dismissal, Defendants would likely move for summary judgment. There is also a risk that Plaintiffs' claims would not be certified on a class-wide basis.

32. We took all steps necessary to ensure that we had all of the necessary information, including discovery exchanged during negotiations, to advocate for a fair settlement that serves the best interests of the Settlement Class Members. Based on our investigation and research in this Litigation, review of discovery, extensive negotiations with Defendants, and extensive experience with class action litigation and settlements, we believe the Settlement is in the best interests of the Settlement Class Members.

33. Finally, there are no conflicts between the Settlement Class Representatives and the other Settlement Class Members. Rather, Settlement Class Representatives' claims are

substantially similar to the claims of the other Settlement Class Members. Moreover, in crafting the Settlement, we took care to ensure that the relief was allocated equitably among all Settlement Class Members.

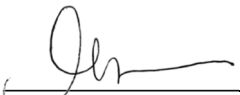
34. In light of the totality of the circumstances, including the historic relief provided to the Settlement Class Members as described above, we believe the Court should conclude that the settlement is fair, reasonable, and adequate and likely to achieve final approval, and therefore order that notice should be issued to the Class.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

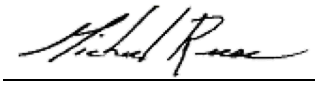
We declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Executed this 14th day of April, 2022.

Amy E. Keller



Melissa S. Weiner



Michael R. Reese

# EXHIBIT A

DICELLO LEVITT GUTZLER

# Justice in all its DIMENSIONS

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**www.dicellolevitt.com**

## Overview

At DiCello Levitt, we're dedicated to achieving justice for our clients through class action, business-to-business, public client, whistleblower, and personal injury litigation. Every day, we put our reputations – and our capital – on the line for our clients. Through our $16B in recoveries, we've helped to raise the bar for corporate conduct and responsibility, paving the way for a more just and equitable world.

## Practice Areas

- Agriculture And Biotechnology
- Antitrust Litigation
- Appellate
- Civil And Human Rights Litigation
- Class Action Litigation
- Commercial Litigation
- Environmental Justice
- Insurance Litigation
- Labor And Employment Litigation
- Personal Injury
- Pharmaceutical Fraud, Waste, And Abuse
- Privacy, Technology, And Cybersecurity
- Product Liability
- Public Client
- Securities And Financial Services Litigation
- Whistleblower, Qui Tam, And False Claims Act

## Members of the Firm

Our attorneys have the ability to successfully try cases across the spectrum of complex commercial litigation, financial fraud and securities litigation, public litigation, class actions, defective drug and device cases, catastrophic injuries, and other areas of law.  The firm boasts an impressive roster of additional attorneys.

**Mark A. DiCello**
Partner

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**EDUCATION**
Cleveland-Marshall College of Law, J.D.

University of Dayton, B.A.

Mark DiCello is a founding partner of DiCello Levitt. He explains that after 20 years of jury trials and serving in lead roles in some of the largest personal injury cases in Ohio and around the country, he wanted to create a plaintiffs' firm that did not exist, a firm that brought together top talent in the most important areas of plaintiffs' law.

Mark understands that while our technology driven society continues to evolve at an unprecedented pace the law is slow to adapt. That means the most powerful economic interests typically operate "ahead" of the law. Representing people hurt by them, from serious catastrophic physical injury to life changing economic injury, is more challenging than ever. Through that lens, he has a simple message: "While Justice is your right, society won't just give it to you, you have to fight for it." This insight forms the heart of his approach to litigation and firm building.

Mark's clients are all victims – from individuals suffering catastrophic personal injuries to groups of plaintiffs harmed by medical devices, pharmaceutical products, chemicals, automobiles, and more. He has led headline-grabbing mass tort and product liability cases and co-led massive multidistrict litigations.

For Mark, all of his experiences have led inevitably to the 2017 creation of powerhouse trial firm DiCello Levitt. He views the firm as unique in the plaintiffs' bar – a diverse and fearless team of lawyers focused on important litigations in the U.S. and abroad. His vision is to continue building a firm comprising leaders in the law with strong underlying frameworks that ensure the firm can thrive for generations to come.

**Adam Levitt**
Partner

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**EDUCATION**
Northwestern University School of Law, J.D.

Columbia College, Columbia University, A.B., *magna cum laude*

Adam Levitt has scored important wins leading dozens of significant litigations on behalf of individuals, businesses, and public clients and has built a firm that reflects his resolve for justice in all its dimensions.

One of the nation's leading advocates for plaintiffs in complex multidistrict, commercial, public client, and class action litigations, Adam has delivered nearly $20 billion in recoveries to clients in biotechnology, financial services, insurance coverage, consumer protection, automotive defects, agricultural products, antitrust, and securities disputes.

Adam's reputation for innovatively taking on tough cases has led to his appointment by State Attorneys General in the largest ongoing environmental PFAS water contamination cases of our time, and the historic litigation arising from Volkswagen's emissions scandal, where, as a court-appointed member of a leadership group characterized as a "class action dream team," he helped to secure a $16 billion settlement that benefitted car buyers across the United States.

Adam has also served as co-lead counsel in three of the largest biotechnology class actions in history. He secured $1.1 billion in settlements resulting from contamination of the U.S. rice supply with genetically modified seeds; helped to obtain a $550 million settlement on behalf of landowners and landscapers in a class action involving tree and other foliage death and harm caused by an herbicide; and recovered $110 million for farmers who sustained market losses on corn crops from contamination of the U.S. corn supply with genetically modified corn.

In addition to securing significant financial relief for his clients, Adam's work has changed how biotechnology class action cases are litigated in the U.S. He co-created a game-changing economic model to measure crop contamination damages that set the modern industry standard.

Adam's groundbreaking work on behalf of plaintiffs has been recognized locally and nationally in prestigious ranking directories, including *Chambers USA*, where he received a Band 1 ranking for Mainly Plaintiffs Litigation in Illinois. *Chambers USA* also ranked Adam in Illinois for General Commercial Litigation and nationwide for Product Liability Litigation, where the editors describe him as the "go-to plaintiffs' attorney in the class actions space." In 2021 and 2022, *Benchmark Litigation* awarded Adam National Litigation Star: Securities and Litigation Star in Illinois. According to *The National Law Journal*, Adam is a "pioneer" in technology litigation, and *Crain's Chicago Business* named him a 2021 Notable Gen X Leader in Accounting, Consulting, and Law.

An elected member of the American Law Institute and the Economic Club of Chicago, Adam considers the formation of DiCello Levitt Gutzler in 2017 to be a pivotal moment in his decades-long legal career. With a shared vision, foundation of trust, and commitment to holding large companies accountable for injuries caused by their products and practices, he and his partners intend to maintain their industry-wide influence and successful track record for years to come.

**Greg Gutzler**
Partner

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**EDUCATION**
University of Michigan, J.D.

University of California – Berkeley, B.A.

Greg Gutzler is an experienced trial lawyer with a track record of billions in recoveries in high-stakes cases. Before joining DiCello Levitt, Greg litigated extensively on both the plaintiff and defense side, including working at his own boutique firm, one of the nation's most prestigious plaintiffs' firms, and as a partner of an Am Law 100 defense firm. He is a trusted advocate chosen by clients when they need candid, creative, and aggressive approaches to business solutions and decisive litigation strategy. Greg believes that the law is more than a means to pursue justice—it is the foundation of a society in which people are free to create, thrive, and feel protected. Beliefs become action through creativity, technical excellence, knowledge, and discipline.

Greg is a go-to advocate for any type of complex commercial litigation, business disputes, whistleblower cases, and sexual abuse cases. Clients seek out Greg for his expertise in contract, ownership, and valuation disputes. Whistleblowers also rely on Greg's experience and creativity in prosecuting SEC, False Claims Act, FIRREA, IRS, and FCPA matters. Greg's practice areas focus on ensuring that innovation thrives and creates competitive marketplaces. One of his clients, a major biotechnology company, spent billions of dollars to create a groundbreaking technology. When a competitor improperly exploited his client's intellectual property, Greg led his client's suit against the competitor, tried the case in federal court, and won a jury verdict of $1 billion in damages. This was the fourth-largest patent infringement jury verdict in U.S. history—and hammered home the point that competition, no matter how intense, must always remain fair and honorable.

Greg has litigated more than a dozen high-profile securities actions against international investment banks for misrepresentations they made to investors in connection with residential mortgage-backed securities, recovering more than $4.5 billion. When important investments and resources are at stake, hedge funds, private equity funds, venture capitalists, individuals, companies, and governmental entities turn to Greg because he is a fearless advocate in complex lawsuits in federal and state court and arbitration.

Greg is also on the front lines in protecting women and men from sexual abuse, discrimination, and exploitation. He is lead counsel in a civil suit involving the world's largest-ever sex trafficking case, which spans six countries and fifty years of abuse. On December 10, 2021, Dateline NBC featured Greg in its revered news magazine program in an episode titled, "The Secrets of Nygard Cay."

Greg's grasp of the nuances of common law—the influence of jurisdictions, who's on the bench, and more—converge in a simple insight: The system never dispenses justice based on predicable formulas, so legal professionals must fight to achieve justice. He views DiCello Levitt Gutzler as the right firm to advance that fight for its clients, drawing on a shared vision of commitment, creativity, and loyalty.

**Kenneth Abbarno**
Partner

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**EDUCATION**
Cleveland-Marshall College of Law, J.D.

Canisius College, B.A.

Toxic exposure to chemicals goes hand in hand with truck crash cases. Ken saw that early in his career. More than twenty years ago, Ken found himself called to the scene of a major truck crash. As a young lawyer, he witnessed what really happens in the aftermath of that kind of tragedy. He saw how truck companies protect their drivers. He saw a small police department struggle with securing a crime scene and preserving evidence. He saw how people in cars don't stand a chance when a truck driver loses control. He saw the impact that a spilled tanker can have on the environment and how toxic exposure can change lives in minutes. That experience shaped the rest of his professional career.

As a former defense lawyer, Ken was recruited by the most accomplished plaintiff-side law firms in the United States. Ken chose to join DiCello Levitt, understanding that he would have unique and unrivaled access to resources not available at any of the traditional personal injury firms. Since joining the firm, Ken has set himself apart as a leader who coordinates complex medical malpractice, birth injury, truck crash, and toxic exposure cases, all while mentoring young lawyers advancing in the trial bar and serving as the firm's General Counsel.

Over the past three decades, Ken has been recognized as a top-tier litigator in medical malpractice cases and in the transportation industry. He's litigating major medical malpractice and truck crash cases and toxic exposure cases in multiple jurisdictions across the United States. Throughout his career, Ken has been recognized by the medical and trucking industries and his peers as an elite trial lawyer.

Ken is a sought-after voice and has published articles in national transportation magazines and spoken at conferences across the country. He has been selected as an Ohio Super Lawyer every year since 2010, and was named an Inside Business Leading Lawyer, Cleveland's Transportation Lawyer of the Year, and recognized in The Best Lawyers in America.

**Mark M. Abramowitz**
Partner

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**EDUCATION**
University of Toledo College of Law, J.D.

University of Guelph, B.A.

Mark has demonstrated expertise in leveraging cutting-edge technology in DiCello Levitt's modern and evolving trial practice to achieve what were previously believed to be impossible results for his clients. An Internet technology expert, he is a student of integrating technology into the practice of law. He has been selected to national discovery review teams and is regularly consulted on cloud-based systems, discovery technology, the Internet of Things, and litigation concerning data storage and security. He has testified before the Ohio State Legislature multiple times on data security and related issues.

Mark is a respected litigator and trial lawyer who has recouped life changing compensation for clients around the country. He has expertise and experience ranging from defective products to Internet technology disputes. Mark is recognized for breaking barriers in medical malpractice litigation through groundbreaking work in exposing electronic medical record alterations and successfully expanding states' damages caps in joint replacement surgery cases.

Mark brings a unique voice to the Sedona Conference's Data Security and Privacy Liability working group and is one of the authors of Sedona's Biometric Privacy Primer. He has also served as a Trustee of the Ohio Association for Justice since 2014. Mark is currently Editor-in-Chief of *Ohio Trial* and is a member of *Law360's* Personal Injury Editorial Advisory Board.

**F. Franklin Amanat**
Partner

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**EDUCATION**
Harvard Law School, J.D., *cum laude*

The University of Pennsylvania, B.A., *summa cum laude*

Frank Amanat is a highly decorated litigator with nearly 30 years of experience in a broad range of complex legal matters. He has particular expertise in constitutional and administrative law, as well as class actions, financial and securities fraud, health care and pharmaceutical litigation, False Claims Act and FIRREA litigation, complex torts, civil rights, and environmental litigation. A veteran of 19 trials and arbitrations and dozens of appeals, Frank has led some of the largest and most consequential civil litigation in the country, appearing on both the plaintiff and defense side, and he has amassed a remarkable track record delivering successful outcomes to his clients.

Frank specializes in representing victims of fraudulent and illegal conduct, as well as whistleblowers, governmental entities, and other plaintiffs, in a wide range of high impact litigation, including class actions and multidistrict litigation. His practice focuses on financial and securities fraud, health care fraud, civil rights, mass torts, and other complex commercial litigation.

Prior to joining DiCello Levitt, Frank spent 24 years at the U.S. Department of Justice (DOJ), including more than two decades as an Assistant United States Attorney and then Senior Counsel at the U.S. Attorney's Office for the Eastern District of New York (Brooklyn), plus stints at the Office of Legal Policy (OLP) and the Office of Immigration Litigation. At DOJ, Frank handled over 400 cases, both affirmative and defensive, on behalf of more than 70 federal agencies. From 2013 to 2018, he served as lead counsel for the Government in the successful investigation and prosecution of Barclays Bank and two of its former executives for fraud in connection with the sale of residential mortgage-backed securities. The $2 billion settlement is the largest single recovery the Department of Justice has ever obtained in a civil penalty action filed under FIRREA.

For his work at OLP developing regulations implementing the Prison Rape Elimination Act (the largest and most complex rulemaking initiative ever undertaken in the Department of Justice), Frank was awarded in 2012 the Attorney General's Award for Distinguished Service, the second highest award conferred by the Department of Justice. In September 2020, Frank received the EOUSA Director's Award for Superior Performance as an Assistant United States Attorney (Civil) for his work on financial fraud and public policy cases, as well as several immigration policy class actions. In 2018, Frank received the Henry L. Stimson Medal, an award given annually by the New York City Bar Association to honor outstanding Assistant U.S. Attorneys in the EDNY and SDNY for their integrity, fairness, courage, and superior commitment to the public good.

**Greg Asciolla**
Partner

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**EDUCATION**
Catholic University of America, J.D.

Boston College, A.B., *cum laude*

Gregory Asciolla is a Partner in DiCello Levitt's New York office, where he serves as Chair of the Firm's Antitrust and Competition Litigation Practice. Greg focuses on representing businesses, public pension funds, and health and welfare funds in complex antitrust and commodities class actions. Greg currently represents clients in antitrust matters involving price-fixing, monopolization, benchmark and commodities manipulation, pay-for-delay agreements, and other anticompetitive practices. He also has represented, pro bono, three Ugandan LGBTQ clients seeking asylum in the U.S.

Greg has recovered billions on behalf of his clients and leads extensive investigations into potential anticompetitive conduct, often resulting in first-to-file cases. Prior to joining DiCello Levitt, Greg chaired a nationally-recognized antitrust practice group as a partner and oversaw significant growth in group size, leadership appointments, cases filed, investigations, and reputation. He also litigated and managed civil and criminal antitrust matters involving price-fixing, merger, and monopolization and conducted internal investigations and managed responses to government investigations on behalf of corporate targets as a partner at Morgan Lewis & Bockius LLP. Greg began his career as an attorney at the U.S. Department of Justice's Antitrust Division, where he focused on anticompetitive conduct in the healthcare industry.

Greg is regularly appointed to leadership positions in major antitrust cases in federal courts throughout the U.S., including Generic Drugs, Eurozone Government Bonds, Platinum and Palladium, Surescripts, Crop Inputs, Opana, and Exforge.

Named a "Titan of the Plaintiffs Bar" by Law360 as well as a leading plaintiffs' competition lawyer by Global Competition Review and Chambers & Partners USA, Greg is often recognized for his experience and involvement in high-profile cases. He has been named one of the "Leading Plaintiff Financial Lawyers in America" by Lawdragon, a "Litigation Star" by Benchmark Litigation, and a "Leading Lawyer" and a "Next Generation Lawyer" by The Legal 500, with sources describing him as "very effective plaintiffs' counsel" and "always act[ing] with a good degree of professionalism."

Greg is frequently sought after by the media, including The Wall Street Journal, The New York Times, Financial Times, CNN Business, and Global Competition Review, for commentary on global antitrust developments. Greg regularly organizes and sits on panels and lectures discussing the latest developments and trends in antitrust law and frequently publishes work in national publications such as The National Law Journal, New York Law Journal, and Law360. He also served on Law360's Competition Editorial Advisory Board.

Greg makes substantial contributions to the antitrust bar. In 2016, he was elected to the Executive Committee of the New York State Bar Association Antitrust Law Section, where he formerly served as the Chairman of the Horizontal Restraints Committee. He also currently serves as Co-Chairman of the Antitrust and Trade Regulation Committee of the New York County Lawyers' Association and Membership Chair of the Committee to Support the Antitrust Laws. Greg is an annual invitee of the exclusive Antitrust Forum, serves as the U.S. Representative to the Banking Litigation Network, and is on the Advisory Board of the American Antitrust Institute.

**Bruce D. Bernstein**
Partner

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**EDUCATION**
The George Washington University Law School, J.D.

University of Vermont, B.S., *cum laude*

Bruce Bernstein has successfully handled a wide range of commercial litigation including suits against large banks, mortgage lenders, automobile manufacturers, pharmaceutical manufacturers, insurers, and healthcare systems. He has successfully litigated these matters at all levels, including before the U.S. Supreme Court.

As a Trial Attorney in the Civil Fraud Section of the U.S. Department of Justice, Bruce investigated, litigated, and resolved complex *qui tam* actions asserting claims under the False Claims Act. In addition, on behalf of the United States, he oversaw the litigation of a large action, pending in Germany, asserting securities fraud-type claims against a multinational automobile manufacturer, which was brought to recover losses incurred by the Federal Thrift Savings Plan, one of the largest defined contribution plans in the world. In private practice, he successfully litigated some of the largest securities fraud actions ever filed. Bruce was a pivotal member of the team that secured significant decisions from the Third Circuit and U.S. Supreme Court in the securities class action against *Merck & Co., Inc.*, which arose out of Merck's alleged misrepresentations about the cardiovascular safety of its painkiller drug Vioxx. That action was ultimately resolved for more than $1 billion, which at the time of its resolution, was the largest securities recovery ever achieved on behalf of investors against a pharmaceutical company.

Bruce has also served as an adjunct professor at The George Washington University Law School and taught written and oral advocacy. Separately, he has authored and co-authored a number of articles on developments in the federal securities laws, including co-authoring, along with several former colleagues, the first chapter of Lexis/Nexis's seminal industry guide *Litigating Securities Class Actions* (2010 and 2012).

## Diandra “Fu” Debrosse Zimmerman

Partner

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**EDUCATION**
Case Western Reserve University School of Law, J.D.

City College of the City University of New York, B.A., *summa cum laude*

Diandra “Fu” Debrosse Zimmermann is managing partner of DiCello Levitt Gutzler’s Birmingham office, co-chair of the firm’s mass tort division, and a member of the firm’s public client, environmental, personal injury, civil rights, and trial practice groups. Widely known for her passionate and relentless client advocacy, Fu represents individuals and public entities that have been injured by wrongful conduct, whether from defective medical devices or drugs, environmental contamination, corporate misconduct, or civil rights abuse. She is nationally recognized as a powerhouse in mass torts, class actions, products liability, discrimination, and sexual assault claims, and has recovered hundreds of millions of dollars in client damages.

Fu has held prominent leadership positions for several multidistrict litigations. She currently serves on the Plaintiffs’ Executive Committee for *In re: Paraquat Products Liability Litigation (MDL 3004) and the Plaintiffs’ Steering Committee for In re: Smith & Nephew Birmingham Hip Resurfacing (BHR) Hip Implant Liability Litigation* (MDL 2775). She also represents dozens of municipalities in *In re: National Prescription Opiate Litigation* (MDL 2804), and is active in *In re: Proton Pump Inhibitor Litigation (MDL 2789)*. Fu held a seat on the Plaintiffs’ Steering Committee for *In re Higher One Account Marketing and Sales Practices Litigation* (MDL 2407), which resulted in excess of $15 million in nationwide settlements.

Fu has earned many accolades over the course of her career. *Birmingham Business Journal* named Fu to its Who’s Who in Law and Women to Watch lists. She has been awarded The National Trial Lawyers: Top 100 and Top 40 Under 40; The National Academy of Personal Injury Attorneys: Top 10 Under 40 in Alabama; and America’s Top 100 High Stakes Litigators®. B-Metro magazine selected Fu as a Top Woman Attorney.

Fu is fluent in French and Haitian Creole and functional in Spanish. Her steadfast pursuit of justice is motivated in large part by her experience as a mother of two young girls.

**Bobby DiCello**
Partner

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**EDUCATION**
Cleveland-Marshall College of Law, J.D.

Northwestern University, M.A.

University of Dayton, B.A.

Bobby DiCello's practice encompasses locally and nationally significant cases across a broad range of topics with a focus on restoring the human dignity stolen by civil rights abuses, catastrophic injuries, defective products, and corporate misconduct.

The trial of Officer Derek Chauvin for George Floyd's murder was the most anticipated civil rights trial in recent history. When ABC News Live decided to cover the trial and produce the series "The Death of George Floyd – Derek Chauvin on Trial," they realized that they needed an authority on high-profile trials to analyze and comment on the Floyd trial. Anticipating a national and international audience, ABC called on Bobby to give his opinions on the case. Between focus group preparation for a major pharmaceutical trial and research into the psychology of modern jurors, Bobby made himself available for weeks of real-time commentary and insight into the decisions of the lawyers and presiding judge.

Bobby is a force in the trial bar. He has obtained record verdicts in cases thought unwinnable, while, at the same time, leading cutting-edge research into juror decision-making in the politically polarized jury system. Bobby has successfully tried, as a first-chair trial lawyer, catastrophic injury and death cases, civil rights cases, medical malpractice cases, mass tort bellwether cases, *qui tam* cases, and financial services, as well as major felony prosecutions, major criminal defense actions, and a variety of other cases that have branded him as one of the nation's best modern day trial lawyers.

In 2021, Public Justice awarded Bobby its prestigious Trial Lawyer of the Year award for his work in the landmark *Black v. Hicks* police brutality and corruption case in the City of East Cleveland, Ohio. Public Justice presents this annual award to attorneys who promote the public interest by trying a precedent setting, socially significant case. Bobby tried the *Black* case to a jury that awarded Mr. Black a record $50 million—a verdict that has since been sustained up to the United States Supreme Court. Bobby has also been recognized twice as an "agent of change" by *The National Law Journal* in its annual list of Plaintiffs' Lawyers Trailblazers, an honor rarely bestowed even once in a lawyer's career.

Having taught trial lawyers across the country, Bobby is also known for his dedication to improving the art of trial practice. Bobby is routinely asked to assist lawyers from across the U.S. on cases. He consults on all aspects of trial preparation and motion practice, including theme building, case framing, case messaging, and the creation of visuals for courtroom presentation and exhibits. He develops his approach through DiCello Levitt's Trial Center, where he leads focus groups, mock trials, and jury decision-making research. Bobby's work sets DiCello Levitt apart as a truly rare law firm: a plaintiffs' firm with an in-house focus group and mock trial practice that creates powerful presentations and—most importantly for our clients—meaningful verdicts.

Throughout his work, Bobby maintains a singular focus: to teach juries about the value of each of his clients and to encourage a verdict that publicly recognizes their dignity.

**Daniel R. Ferri**
Partner

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**EDUCATION**
University of Illinois College of Law, J.D., *magna cum laude*

New York University, B.A., *cum laude*

Dan Ferri's litigation practice focuses on fraud, breach of contract, intellectual property theft, and antitrust claims. He has achieved tens of millions of dollars in recoveries on behalf of his individual, small business, and public clients. He works to balance the scales and prevent unscrupulous business practices from going unchecked.

Dan's recent work includes successfully representing the State of New Mexico in cases arising from Volkswagen's use of "defeat devices" to cheat emissions standards and other automakers' sales of vehicles containing dangerous Takata airbag inflators. He currently represents New Mexico in asserting consumer fraud claims for deceptive "Low T" advertising and antitrust claims involving broiler chicken price fixing.

Dan was also recently instrumental in achieving a substantial settlement for a class of consumers who purchased Toyota minivans with defective sliding doors and in obtaining certification of multiple statewide classes in a case involving an oil consumption defect in popular GM trucks and SUVs. In addition to his products liability work, Dan represents individual and small business insureds in numerous class-wide coverage disputes against their insurers.

**Daniel R. Flynn**
Partner

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**EDUCATION**
Indiana University Maurer School of Law, J.D., *cum laude*

Illinois Wesleyan University, B.A.

Dan Flynn represents governmental entities, individual consumers, and corporate clients—all with one primary goal in mind: ensuring the protection of human health and the environment. His stewardship ensures not only that polluters be held responsible for contamination and clean-up, but that corporate entities understand their responsibilities under state and federal environmental laws. As a result of his advocacy in advising corporations on compliance, Dan's clients lead their respective industries in environmental stewardship efforts under a number of rules and regulations including the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right-to-Know Act, and the Resource Conservation and Recovery Act.

Dan assists corporate entities, governmental agencies, and the public by ensuring that companies that have contaminated the environment and violated regulations take responsibility for their actions. Through contribution and cost recovery actions, common law claims, citizen suits, enforcement actions, and proper due diligence and contract negotiation, he ensures polluters and bad actors remediate the harm they have caused. Dan is part of the DiCello Levitt team, in coordination with appointed Special Assistant Attorneys General, that has filed lawsuits against polluters in the State of Michigan, seeking to hold them responsible for contaminating the environment with poly- and perfluoroalkyl chemicals. Cases involving these "forever chemicals" will have wide-reaching implications for state governments and their residents.

In addition to his environmental work, Dan frequently counsels clients on developing and maintaining state-of-the-art safety and health programs that ensure all employees enjoy safe and healthful workplaces. He works closely with both his clients and the Occupational Safety and Health Administration (OSHA) to enhance employee safety and health well beyond OSHA's minimum requirements.

**Karin Garvey**
Partner

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**EDUCATION**
Northwestern University Pritzker School of Law, J.D.

Harvard University, A.B.

Karin E. Garvey is a partner in the New York office of DiCello Levitt and a member of the Antitrust and Competition practice group. With more than two decades of litigation experience, Karin focuses on representing businesses and public pension funds in complex antitrust class actions.

Prior to joining DiCello Levitt, Karin was a partner of a firm focusing on securities and antitrust litigation. She brings significant experience to managing complex, multi-jurisdictional cases from initial case development through resolution and appeal. In addition to deposing top executives, Karin has also prepared and defended company executives for deposition, hearing, and trial. Karin has significant experience working with experts—including economists, regulatory experts, patent experts, medical experts, toxicologists, materials scientists, valuation experts, foreign law experts, and appraisers—developing reports and testimony, preparing for and defending depositions, and taking depositions of opponents' experts. In addition, Karin has engaged in all phases of trial preparation and trial and has briefed and argued appeals. Karin also has significant experience with arbitration and mediation.

For the first two decades of her career, Karin gained significant experience in antitrust, commercial litigation, and products liability litigation at a prominent defense firm representing and counseling clients from a wide array of industries including pharmaceuticals, cosmetics, building materials, film, finance, and private equity.

Karin is recommended by *Chambers & Partners USA* and *The Legal 500* for excellence in antitrust practice. She has also been recognized by *Lawdragon* as one of the "Leading Plaintiff Financial Lawyers in America."

**Amy Keller**
Partner

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**EDUCATION**
John Marshall Law School, J.D.

University of Michigan, B.A.

Amy Keller has held leadership positions in a variety of complex litigations across the U.S., where she has successfully litigated high-profile and costly data security and consumer privacy cases. As the firm's Privacy, Technology, and Cybersecurity practice chair, she is the youngest woman ever appointed to serve as co-lead class counsel in a nationwide class action. In the multidistrict litigation against Equifax related to its 2017 data breach, Amy represented nearly 150 million class members and helped to secure a $1.5 billion settlement, working alongside federal and state regulators to impose important security practice changes to protect consumer data.

Amy has represented consumers against industry titans like Apple, Marriott, Electrolux, and BMW, securing victories against each. Her numerous other leadership positions have required sophistication in not only understanding complex legal theories, but also in presenting multifaceted strategies and damages modeling to ensure favorable results. For example, in leading a nationwide class action related to a data breach that exposed the confidential information of nearly 300 million individuals, Amy worked with her team to develop an argument recognized by the trial court that the loss of someone's personal information, alone, could trigger financial liability. In another matter, Amy defended her team's victory all the way to the U.S. Supreme Court, ensuring that consumers would be able to band together as a class when a company defrauds them for small amounts individually that are worth millions of dollars in the aggregate.

Amy is an elected member of the American Law Institute and a two-time chair of the Chicago Bar Association Class Action Committee, where she gave a number of presentations on topics impacting large-scale consumer class actions, including presentations on emerging legal issues in privacy cases. Ms. Keller is recognized by Illinois Super Lawyers as a "Rising Star," and is a board member and Executive Committee member of Public Justice, a not-for-profit legal advocacy organization. She is also a member of the Sedona Conference's Working Group 11, which focuses on advancing the law on issues surrounding technology, privacy, artificial intelligence, and data security, and she is also on drafting teams for both Model Data Breach Notification Principles and Statutory Remedies and the California Consumer Privacy Act. Amy is the Data Breach and Cybersecurity Practice Group Committee Chair for the American Association for Justice and previously served on the Cybersecurity & Privacy Editorial Advisory Board for Law360, where she brought plaintiff counsel's perspective to the publication's analysis of technology lawsuits.

Amy recognizes that her civic responsibilities extend beyond her profession and is active in not-for-profit organizations in her community. She is on the production team and is a writer and dancer for the Chicago Bar Association's annual Bar Show, now in its 97th year. She is a past president and now Preservation Committee Chair of the Chicago Art Deco Society, where she has been recognized by the City of Chicago and Landmarks Illinois for her leadership in landmark preservation efforts and grassroots community advocacy.

**Matthew Perez**
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**EDUCATION**
Cardozo School of Law, J.D.

Swarthmore College, B.A.

Matt represents, individuals, businesses, public pension funds, and insurers in complex antitrust class actions. His practice spans a wide range of industries but with particular focus on pharmaceuticals and financial services. He currently litigates several pay-for-delay antitrust actions on behalf of consumers and insurers alleging delayed generic entry for Opana ER, Bystolic, Sensipar, Xyrem, and Zetia.

Matt previously worked for a nationally-recognized class action law firm and the New York State Office of the Attorney General Antitrust Bureau. He received the Louis J. Lefkowitz Memorial Award for his work investigating bid rigging and other illegal conduct in the municipal bond derivatives market, resulting in more than $260 million in restitution to municipalities and nonprofit entities. He also investigated pay-for-delay matters involving multinational pharmaceutical companies.

Matt has been named a "Rising Star" by *The Legal 500*. In law school, he received the Jacob Burns Medal for Outstanding Contribution to the Law School. He was an intern for Judge Richard B. Lowe, III, in the New York Supreme Court Commercial Division.

**Christopher Stombaugh**
Partner

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**EDUCATION**
Drake University School of Law, J.D., with honors

The University of Wisconsin – Platteville, B.A.

For more than 30 years, Chris Stombaugh has been devoted to his true passion, advancing the art and science of trial advocacy. Chris focuses on trial. He has successfully tried to verdict cases for people around the country injured by hospitals, aircraft manufacturers, insurance companies, agribusiness, construction companies, and truck companies and many other industries. His approach empowers people to tell their stories in a way that resonates with juries and has led to several record-setting, seven and eight figure jury verdicts.

Chris speaks regularly to state bar and trial lawyer associations nationwide on modern and effective trial advocacy and is a key member of DiCello Levitt's Trial Practice Team. In addition to his own successful practice, Chris teaches trial lawyers cognitive neuroscience to benefit their clients.

Chris is the past president of the Wisconsin Association for Justice, having served as president of the WAJ 2014 term. He has been chosen as a Wisconsin Suer Lawyer every year since 2010. He is an active member in a number of other trial lawyer associations.

**David A. Straite, CIPP/US**
Partner

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**EDUCATION**
Villanova University School of Law, J.D., *magna cum laude*, Managing Editor, Law Review and Order of the Coif

Tulane University, Murphy Institute of Political Economy, B.A.

David is the nation's leading voice for the recognition of property rights in personal data, a 10-year effort culminating in the Ninth Circuit's landmark April 2020 decision in *In re: Facebook Internet Tracking Litigation* and the Northern District of California's March 2021 decision in *Calhoun v. Google*, both of which he argued. David also successfully argued for the extraterritorial application of the Computer Fraud and Abuse Act in 2019 in *In re: Apple Device Performance Litigation*, and filed the first-ever data privacy class action under seal to address a dangerous website vulnerability under Court supervision in *Rodriguez v. Universal Prop. & Cas. Ins. Co*. As M.I.T. Technology Review magazine put it in 2012, David is "something of a pioneer" in the field. He also protects investors in securities, corporate governance, and hedge fund litigation in federal court and in the Delaware Court of Chancery, admitted to practice in both New York and Delaware.

David is an adjunct professor at Yeshiva University's Sy Syms School of Business, teaching Business Law and Ethics every fall semester since 2015. He has co-authored *Google and the Digital Privacy Perfect Storm* in E-Commerce Law Reports (UK) (2013), authored *Netherlands: Amsterdam Court of Appeal Approves Groundbreaking Global Settlements Under the Dutch Act on the Collective Settlement of Mass Claims*, in The International Lawyer's annual "International Legal Developments in Review" (2009), and was a contributing author for Maher M. Dabbah & K.P.E. Lasok, QC, Merger Control Worldwide (2005). He speaks frequently on topics related to both privacy and investor protection.

Prior to joining the firm, David was a partner with Kaplan Fox & Kilsheimer LLP, and helped launch the US offices of London-based Stewarts Law LLP before that, where he was the global head of investor protection litigation. Prior to joining the plaintiffs' bar, David was an associate with the New York office of Skadden Arps Slate Meagher & Flom LLP.

**John E. Tangren**
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**EDUCATION**
University of Chicago Law School, J.D. with honors

University of Chicago, B.A. with honors

John Tangren has exclusively represented plaintiffs for the past decade in multistate automotive defect class actions. In addition to the hundreds of millions of dollars he's recovered for his clients, he also obtained nearly half a million dollars in sanctions for discovery misconduct in a class action involving unintended acceleration in Ford vehicles.

John's professional accomplishments are among the most impressive in the country. He has recovered hundreds of millions of dollars in product defect cases, including $600 million for property damage caused by an herbicide, $135 million for defective heavy truck engines, and $45 million and $40 million in cases involving defective SUV parts, all while setting himself apart as an expert legal writer and tactician.

John has been recognized as an Illinois Super Lawyer, in the National Trial Lawyers Top 40 Under 40, and as an Emerging Lawyer by the Law Bulletin Publishing Company.

He frequently lectures on class action litigation and has presented "CAFA: 12 Years Later" to the Chicago Bar Association Class Action Committee and Strafford CLE "Class Action Litigation: Avoiding Legal Ethics Violations and Malpractice Liability."

**Robin A. van der Meulen**
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**EDUCATION**
Brooklyn Law School, J.D.

Columbia College, Columbia University, A.B.
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Robin A. van der Meulen is a partner in DiCello Levitt's New York, where she represents clients in complex antitrust litigation. Prior to joining DiCello Levitt, Robin was a partner in a nationally-recognized antitrust practice group, where she gained more than a decade of experience litigating a wide variety of antitrust matters, including price-fixing, monopolization, benchmark and commodities manipulation, pay-for-delay agreements, and other anticompetitive practices.

Robin was appointed co-lead class counsel for end-payor plaintiffs in the *Bystolic Antitrust Litigation*, a pay-for-delay case pending in the Southern District of New York. She is also leading *Novartis and Par Antitrust Litigation*, another pay-for-delay case seeking to recover millions of dollars in overcharges relating to the hypertension drug Exforge on behalf of end-payor plaintiffs. Robin also represents end-payor plaintiffs in the *Generic Pharmaceuticals Pricing Antitrust Litigation*, a massive case against some of the biggest drug companies in the world alleging price-fixing and anticompetitive conspiracies.

Robin was previously an associate at Willkie Farr & Gallagher LLP, where she practiced antitrust and commercial litigation. She also served as a judicial intern in the United States Bankruptcy Court for the Eastern District of New York for Judge Elizabeth S. Stong.

*Euromoney's* Women in Business Law Awards selected Robin as a finalist for Antitrust and Competition Lawyer of the Year. *The Legal 500* recommends Robin for excellence in the field of Antitrust Civil Litigation and Class Actions, describing her as "persistent, persuasive, and well-respected by peers and opponents alike" and naming her a "Next Generation Partner." She has been recognized as "Up and Coming" by *Chambers & Partners USA* and as a "Future Star" by *Benchmark Litigation*. She has also been selected to *Benchmark's* "40 & Under Hot List" as one of "the best and brightest law firm partners" and someone who is "ready to take the reins." Additionally, Robin was recognized by *The Best Lawyers in America*® in the Antitrust Law category.

Robin is an active member of the antitrust bar. She is the secretary and a member of the Executive Committee of the Antitrust Law Section of the New York State Bar Association (NYSBA), and a member of NYSBA House of Delegates. Robin is also a Vice Chair of the Insurance and Financial Services Committee of the Antitrust Section of the American Bar Association (ABA). Robin was previously a Vice Chair of the Antitrust Section's Health Care & Pharmaceutical Committee of the ABA and the Executive Editor of that Committee's Antitrust Health Care Chronicle. From 2012 to 2021, Robin was an editor of the Health Care Antitrust Week-In-Review, a weekly publication that summarizes antitrust news in the health care industry.

## Chuck Dender

Senior Counsel

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**EDUCATION**
Cornell Law School, J.D.

NYU Stern School of Business, MBA

Temple University, B.A.

Chuck Dender is an experienced litigator who has practiced at two of the country's largest law firms. With a demonstrable record of excellence and a track record of success for his clients, the foundation of Chuck's broad litigation experience was formed while defending some of the most significant commercial litigation matters in the U.S. over the last two-plus decades. While Chuck began his litigation career on the defense side of the table, he is a plaintiffs' attorney at heart. He now represents plaintiffs exclusively. With a background that includes membership in the International Brotherhood of Teamsters, Chuck has personally experienced what it's like to be a plaintiff in need of outstanding legal representation.

Chuck's legal expertise is enhanced by his MBA, with a specialization in finance and quantitative finance from the New York University Stern School of Business. This additional accreditation and education gives Chuck a unique advantage when it comes to identifying issues related to financial crimes and damages issues, including working with economists and other expert witnesses. As proof of this point, Chuck played a key role in presenting the damages model of one of the largest financial institutions in the world after the collapse of Lehman Brothers Holding, Inc.

Chuck represents aggrieved investors (both individuals and entities) in all aspects of complex litigation against players in the financial services industry, as well as other public and private companies. He also represents whistleblowers who cooperate with government agencies in their efforts to shine the light on corporate malfeasance.

In whistleblower matters, Chuck has a keen understanding of both the types of information that government agencies are looking for and the best methods for presenting that information to the agencies so they can act and wield justice from corporate wrongdoers. Chuck has authored compelling whistleblower submissions on behalf of both corporate insiders and interested outsiders. He has the good fortune of learning this complicated dance under the tutelage of the principal architect of the Security and Exchange Commission's Whistleblower Program. Chuck has also presented whistleblowers and supporting witnesses in front of the highest-ranking members of the SEC's Whistleblower Program during multiple-day interviews.

Chuck is experienced in a wide range of legal disciplines, with a specific focus representing clients in litigation involving the financial services industry or any matter where the calculation and presentation of damages is anything but a run-of-the-mill issue.

**Nada Djordjevic**
Senior Counsel

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**EDUCATION**
University of Illinois College of Law, J.D., *summa cum laude,* Order of the Coif

Grinnell College, B.A.

Nada Djordjevic brings justice for those who are harmed by consumer fraud, unfair business practices, data privacy breaches, deceptive insurance sales practices, and other egregious acts. With more than two decades of experience representing plaintiffs in class actions and complex commercial litigations, Nada zealously protects the interests of aggrieved clients throughout the United States.

From individuals or groups of consumers to businesses of all sizes, including national and multinational corporations, Nada's clients benefit from her skilled and varied litigation practice. In addition to consumer protection and class actions, she represents clients in issues related to securities fraud, ERISA violations, deceptive insurance sales practices, and *qui tam* cases under the False Claims Act.

Nada's litigation successes include a $25 million settlement on behalf of 800,000 people in a class action lawsuit. The action involved claims of violations of state consumer protection and deceptive practices laws against a major athletics event organizer. She also represented a multi-state plaintiff class in a data breach case that resulted in one of the largest breach-related settlements in healthcare. Nada was also part of the litigation team that negotiated settlements worth more than $275 million for universal life insurance policy holders in two nationwide class actions alleging improper monthly policy charges.

## Robert J. DiCello

Of Counsel

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**EDUCATION**
Cleveland-Marshall College of Law, J.D.

John Carroll University, B.A., *magna cum laude*

A co-founder of one of DiCello Levitt's predecessor firms, Robert J. DiCello has amassed more than 45 years of professional experience and an extensive list of seven- and eight-figure recoveries for victims of injustice. He has deep experience in a wide range of class actions, personal injury cases, complex mass torts, and probate matters. Over his long and successful career, he has won multiple appeals before the Ohio Supreme Court.

Robert put himself through Cleveland-Marshall College of Law while working as a safety director at U.S. Steel Corp. While in law school, he was selected to join the *Cleveland-Marshall Law Review*. He began his legal career as an assistant prosecutor in the Lake County Prosecutor's Office and later become President of the Lake County Bar Association. He formed his own firm in 1978, managing it with great success over nearly 40 years until its members founded DiCello Levitt.

**Mark S. Hamill**
Senior Counsel

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**EDUCATION**
Northwestern University Pritzker School of Law, J.D., *cum laude*

Washington & Jefferson College, B.A.

Mark Hamill concentrates his practice on commercial, antitrust, securities, and consumer cases, often taking a lead role with expert witnesses on finance, accounting, and economic topics. He also serves as eDiscovery counsel in many of his cases, leveraging his depth of experience in this area as an attorney and as an eDiscovery project manager having served Fortune 500 and major accounting firm clients in large-scale, high-intensity projects.

Mark represents companies, investors, and consumers in a variety of industries as they grapple with the financial and business impacts of unfair trade practices, business torts, oppression, securities fraud, and consumer fraud. He has worked with highly-regarded business valuation experts and economists to develop and present compelling business and damages models in emerging industries.

Mark brings an interdisciplinary perspective to his cases, based on his experience as a CPA and consultant, which allows him to develop a “no surprises” record for trial. Mark is also a U.S. Army veteran, where he served on a multinational peacekeeping force in Sinai, Egypt.

**Laura Reasons**
Senior Counsel

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**EDUCATION**
Chicago-Kent College of Law, J.D., Highest Honors

Washington University, St. Louis, MO, B.A.

Laura Reasons leads the firm's labor and employment law practice group where she focuses on wage and hour class and collective actions across the country. She also serves as DiCello Levitt's Associate General Counsel for Employment Matters. Over the past decade, Laura has litigated the spectrum of employment law claims, including in class, collective, and systemic litigation. She previously counseled clients—from small businesses through Fortune 100 companies—on wage and hour compliance, discrimination claim avoidance, and day-to-day employment issues.

Laura's passion for representing individuals has also translated into a strong *pro bono* resume. Her *pro bono* clients include an incarcerated individual, asylum seekers, transgender individuals seeking to change their legal names and gender markers, and Deferred Action for Childhood Arrivals ("DACA") applicants. Laura was a Public Interest Law Initiative Fellow at the Domestic Violence Legal Clinic in Cook County, Illinois, working for more than ten years to represent clients seeking protective orders.

Prior to joining DiCello Levitt, Laura was part of the labor and employment practice group of an international, management-side law firm, where she defended some of the largest companies in the United States in employment law cases, including in high-stakes class and collective litigation. She brings that experience, combined with her passion for service and representing individuals, to the firm. While in law school, Laura served as a judicial extern to the Honorable George W. Lindberg of the United States District Court for the Northern District of Illinois.

**Justin S. Abbarno**
Associate

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**EDUCATION**
The Ohio State University Moritz College of Law, J.D.

The University of Dayton, B.A., *summa cum laude*

Justin Abbarno is an aggressive, creative, results-oriented trial lawyer whose practice focuses primarily on medical negligence, personal injury, and sexual assault cases. He is steadfast in his devotion to seeking justice and works to hold individuals and businesses accountable for the harms that his clients have suffered.

During law school, Justin was a key member of The Ohio State University's award-winning Moritz College of Law's Mock Trial Team. He also received the Michael F. Colley Award, as a top mock trial performer in the 2020 graduating class and was named "Best Attorney" during the 2019 Ohio Attorney General's Mock Trial Competition. Prior to law school, Justin graduated from the University of Dayton, *summa cum laude*, where he was elected to serve the undergraduate student body as a Representative for the UD Student Government Association. Justin was also a member of UD's NCAA Division 1 FCS Football program and was named to the Pioneer Football League's All-Academic Team.

## Arianna Allen

Associate

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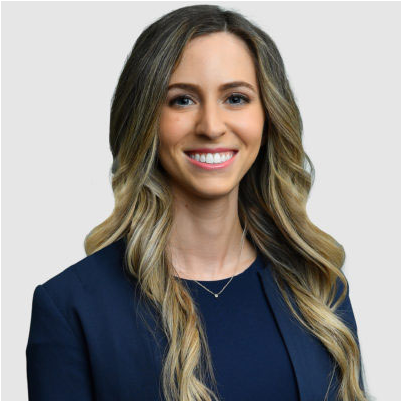
**EDUCATION**
Loyola Law School (Los Angeles), J.D.

University of Southern California, B.A, *cum laude*

Arianna is an Associate Attorney working on lawsuits ranging from civil rights violations to commercial litigation. Her practice focuses primarily on complex commercial litigation, including class actions, breach of contract, qui tam whistleblower suits, and a variety of other business disputes. She also assists in handling tort and environmental litigation matters. An empathetic yet persuasive communicator, Arianna understands that litigation is about building a narrative and telling a story, and it involves just as much diplomacy as it does debate.

Before joining DiCello Levitt, Arianna served as a legal intern at top-tier boutique law firms in Los Angeles, where she worked on cases in corporate law, venture capital financing, strategic counseling, and business litigation. In these roles, she drafted stock purchase agreements and briefs, regularly interacted with clients, and performed legal research.

Arianna received her J.D. from Loyola Law School in Los Angeles in 2021 where she was a Loyola Scholar scholarship recipient. During her time at law school, Arianna maintained a host of memberships including the International and Comparative Law Review, the Day Student Bar Association (Student Government) where she served as Speaker Chair, and the International Human Rights Center. During her final year of law school, she was awarded the First Honors Award in Family Law to recognize her outstanding achievement in the subject. Prior to law school, Arianna earned a Bachelor of Arts in English with Honors and double-minored in International Relations and Global Communications at the University of Southern California.



**Veronica Bosco**
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**EDUCATION**
Fordham University School of Law, J.D.

Fordham University, B.A.

Veronica Bosco is an associate in DiCello Levitt's New York office. She is a member of the firm's Antitrust and Competition practice group and focuses on litigating complex antitrust class actions on behalf of institutional investors, businesses, and consumers.

Prior to joining DiCello Levitt, Veronica was an associate in a nationally recognized competition and antitrust litigation group, where she represented a wide variety of plaintiffs in various federal jurisdictions, including both indirect and direct purchasers, public benefit funds, and individuals. She represented institutional investors in an international antitrust litigation filed against financial institutions for collusion and price-fixing, direct purchasers in national antitrust class actions filed against large corporations, and employees in national no-poach actions.

Veronica has also previously represented businesses in opt-out litigation proceedings alleging restraint of trade in violation of antitrust laws, institutional investors in federal securities law matters, and consumers in product liability matters. She also served as a Judicial Law Clerk for Judge Claire C. Cecchi in the U.S. District Court for the District of New Jersey, where she drafted judicial opinions in several types of cases, including antitrust and ERISA cases.

**Jonathan Crevier**
Associate

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**EDUCATION**
Benjamin N. Cardozo School of Law, J.D., *cum laude*

New York University, B.A., *magna cum laude*

Jonathan Crevier is an associate in DiCello Levitt's New York office. Jonathan prosecutes complex antitrust class actions on behalf of institutional investors, businesses, and consumers. He actively litigates cases against a number of the world's largest companies in antitrust matters involving alleged price-fixing, benchmark and commodities manipulation, pay-for-delay, and other anticompetitive practices.

Prior to joining the firm, Jonathan was an associate in a nationally-recognized competition and antitrust litigation group, where he represented plaintiffs in complex antitrust matters. He also previously served as a Judicial Intern for the Honorable Henry Pitman, U.S.M.J., in the District Court for the Southern District of New York.

**Sharon Cruz**
Associate

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**EDUCATION**
Indiana University Robert H. McKinney School of Law, J.D.

Indiana University-Purdue University at Indianapolis, B.A.

Sharon Cruz is a seasoned criminal prosecutor and investigator specializing in privacy compliance, data management, and cybercrimes. She has issued and enforced hundreds of subpoenas to Facebook, Google, and other major corporations in her cybercriminal investigations. Her expertise in prosecuting Internet crimes is buttressed by years of experience in the tech field, helping her educate stakeholders, law enforcement officers, and healthcare providers on cyber safety, blockchain technology, and the dark web.

In her previous position as Assistant Attorney General for the State of Illinois's High Tech Crimes Bureau, Sharon played a pivotal role in task forces aimed at combatting human trafficking. She has prosecuted numerous child sexual exploitation cases and argued precedent-setting points of tech privacy law as it intersects with criminal activity. As a Cook County Assistant State's Attorney, she tried hundreds of assault, sexual assault, theft, and DUI trials to verdict as first chair.

Sharon's portfolio of expertise also includes prosecuting environmental crimes. As Lead Counsel for Illinois in two state environmental investigations, she secured substantial fines for the State and Illinois citizens.

Sharon has delivered multiple presentations on cybersecurity and technology, including CCPA and Why You Care About It (2017 & 2018) and Legal Issues in Internet Crimes Against Children: ICAC Investigative Techniques (2017-2019).

## Joseph Frate

Associate

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**EDUCATION**
Case Western Reserve University School of Law, J.D.

Ohio University, B.A., *cum laude*

Joe Frate's compassion, diligence, and effective communication result in successful case outcomes for his clients.

Joe received his J.D. from Case Western Reserve University School of Law. During his time at Case Western, he was a member of the Milton Kramer Health and Human Trafficking Law Clinic, where he represented and assisted disenfranchised citizens in receiving Social Security benefits and criminal record expungements. Joe was also named to the Dean's list during his time at Case Western.

Prior to law school, Joe graduated from Ohio University, *cum laude*, where he was elected to serve as Commissioner for off-campus students for the University's Student Senate.

**Allison Griffith**
Associate

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**EDUCATION**
The University of Alabama School of Law, J.D.

The University of Alabama, B.A.

Allison represents individuals and public entities who have suffered significant financial or personal harm due to wrongful conduct. Before joining DiCello Levitt, Allison worked for a regional defense firm, representing individuals and businesses in diverse civil litigation matters, including premises liability, construction, transportation, products liability, and insurance coverage. In her previous role, she gained experience and proficiency at eliciting favorable testimony from friendly and adverse parties.

Allison obtained her law degree from the University of Alabama School of Law and holds a Bachelor of Arts in Political Science from The University of Alabama. While attending the University of Alabama School of Law, she served as a Senior Editor of *The Journal of the Legal Profession* and was a valued member of the John A. Campbell Moot Court Board. She also took part in the Public Interest Student Board, preparing tax returns for low-income families through the AmeriCorps SaveFirst program and mentoring children through Raise the Bar. For her efforts throughout law school, she received the Order of the Samaritan Award, the Dean's Community Service Award, and the Student Pro Bono Award.

Allison was also a member of the University of Alabama School of Law's Mediation Clinic. In that role, she served as the lead mediator on an array of family court matters, including divorce, child support, visitation, alimony, and property distribution. She is now a registered mediator with the Alabama Center for Dispute Resolution. Allison also serves on the Birmingham Bar Association Young Lawyers Executive Committee.

## Eli Hare

Associate

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**EDUCATION**
Tulane University School of Law

University of Alabama, University Honors College, *cum laude*

Eli Hare is a trial lawyer with experience litigating complex commercial, environmental, and white-collar criminal cases, Jones Act admiralty claims, and financial services matters in state and federal courts across the southeast. Eli represents individuals, businesses, and municipalities and has represented public entities in complex litigation involving multi-billion dollar contractual disputes.

Prior to joining DiCello Levitt, Eli worked with a prominent national plaintiff's firm where he represented individuals injured by wrongful conduct, environmental contamination, and civil right abuses. He also previously worked at a large regional defense firm where he represented businesses, municipalities, and nonprofit organizations through all stages of litigation. Prior to commencing his legal practice, Eli served as a judicial extern to a federal judge in the Northern District of Alabama.

**Justin J. Hawal**
Associate

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**EDUCATION**
Cleveland Marshall College of Law, J.D., *cum laude*

Saint Louis University, B.A., *cum laude*

Justin Hawal's work spans a broad range of practice areas, with special expertise in complex catastrophic injury, civil rights abuse, mass tort, and class action litigations.

Justin's practice also encompasses police misconduct, human trafficking, and sex abuse. He currently represents dozens of women in the largest international sex trafficking lawsuit in U.S. history against Peter Nygard and his companies. Justin was integral to the consumer plaintiffs' success in the Equifax data breach multidistrict litigation, the largest consumer data breach settlement in U.S. history.

Justin was recently one of only 40 attorneys nationwide to be named a 2021 *National Law Journal* "Elite Trial Lawyers: Rising Star." Justin was also awarded *Public Justice's* 2021 "Trial Lawyer of the Year" for his work on the trial team in *Black v. Hicks*, a groundbreaking civil rights case involving shocking police misconduct and resulting in a $50 million jury award. During law school, Justin was selected as a member of the Cleveland State Law Review and published a scholarly article regarding independent tort actions for spoliation of evidence under Ohio law. He was also an active member of the civil litigation clinic, through which he represented an asylum-seeking immigrant from Honduras fleeing gang violence.

**Carmel Kappus**
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**EDUCATION**
University of Buffalo School of Law, J.D., *cum laude*

University of Buffalo, B.S., *summa cum laude*

Carmel brings a unique array of experiences from the private, governmental, and non-profit sectors, where she has represented victims of sex abuse, personal injury, products liability, police misconduct, and more.

Carmel's global approach to the practice of law provides a bird's eye view of the legal landscape that benefits clients and the firm. Her experience as defense counsel representing health care providers in complex medical liability, civil rights, and general negligence cases gives her a unique perspective when representing plaintiffs. As a Staff Attorney with The Legal Aid Society of NYC, Carmel previously defended clients accused of misdemeanor and felony charges. And in her work as Assistant State Attorney for Miami-Dade County, she prosecuted complex domestic violence crimes.

Carmel attended the State University of New York at Buffalo as an undergraduate and law student. She earned her J.D., cum laude, in 2012 and a Bachelor of Science in business administration, summa cum laude, in 2009. While in school, Carmel was a valued member of the Golden Key International Honor Society and the Tau Sigma National Honor Society.

**Michelle Locascio**
Associate

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**EDUCATION**
Chicago-Kent College of Law, J.D.

University of Wisconsin-Madison, B.A.

Michelle diligently works to protect consumers and individuals wronged by the malfeasance of big businesses and corporations. With her background in psychology, she is uniquely equipped to understand the needs of her clients because of her ability to actively listen, effectively communicate, and design creative legal strategies in the pursuit of justice.

Prior to joining DiCello Levitt, Michelle served as a Judicial Extern in the Circuit Court of Cook County, where she worked on a wide array of commercial matters. During law school, Michelle served as Executive Articles Editor for the *Chicago-Kent Law Review* and as a Legal Writing Teaching Assistant for first-year students. Michelle was also a member of Chicago-Kent's top-ranked Moot Court Honor Society, where she finished as a finalist in the 2020 National Health Law Moot Court Competition. Michelle additionally received a CALI Award for achieving the highest grade in Constitutional Torts and was named to the Dean's List during her time at Chicago-Kent.

Prior to law school, Michelle graduated from the University of Wisconsin-Madison with a degree in Psychology and a minor in Criminal Justice.

**Adam Prom**
Associate

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**EDUCATION**
The University of Texas School of Law, J.D.

Marquette University, B.A., *magna cum laude*

Adam Prom is an experienced litigator who represents clients in federal and state litigations and arbitrations across the United States. He has litigated a wide variety of class action and other complex litigation cases, including product liability, consumer protection, privacy, False Claims Act *qui tam*, Employee Retirement Income Security Act, securities, and other statutory claims.

He has represented individuals, small and large businesses, and public entities that have been harmed by others' unscrupulous business practices, routinely taking cases from inception through trial and settlement. Beyond his class action work and trial experience, Adam has successfully recovered settlements for individual consumers in arbitration, and he led and won a multi-day arbitration on behalf of a Chicago business against a multi-billion dollar group of trusts.

Adam has demonstrated a commitment to serving underrepresented communities, having volunteered as a mentor for high school students at the Legal Prep Charter Academy, an open-enrollment public high school in Chicago. Adam also works with Justice Defenders, a registered UK charity and U.S. nonprofit, working to provide legal education, training, and practice to African prisoners denied due process. Teaching prisoners the art of storytelling in legal advocacy helps them advance their cases within the criminal justice systems of several African nations.

**Anna Claire Skinner**
Associate

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**EDUCATION**
Vanderbilt University Law School, J.D., Order of the Coif

Washington and Lee University, B.A., *cum laude*

Anna Claire represents governmental entities, individual consumers, and corporate clients with the primary purpose of the protection of human health and the environment. She has litigated cases in both administrative tribunals and state and federal court from inception through settlement and trial. She has experience with numerous environmental statutes and regulations, including the Clean Water Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right-to-Know Act, and the Resource Conservation and Recovery Act.

Anna Claire is part of a team of DiCello Levitt attorneys and appointed Special Assistant Attorneys General to file lawsuits against polluters in the States of Michigan and Illinois, seeking to hold them responsible for contaminating the environment with poly- and perfluoroalkyl chemicals, sometimes referred to as "forever chemicals." Cases involving these chemicals will have wide-reaching implications for state governments and their residents.

In addition to her environmental work, Anna Claire also helps clients develop and maintain safety and health programs that meet all of the Occupational Safety and Health Administration's regulatory requirements and ensure all employees enjoy safe and healthful workplaces. She regularly counsels clients when compliance and litigation questions arise under the Occupational Safety and Health Act.

Outside of the office, Anna Claire continues her work on environmental-related issues by serving as co-chair of the Kentucky Bar Association's Environment, Energy, and Natural Resources section. She also focuses on giving back to her community through her participation on the executive committee of the Living Arts and Science Center Board of Directors.

**Peter Soldato**
Associate

**EMAIL**
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**EDUCATION**
University of Chicago Law School, J.D.

Butler University, B.A.

A steadfast trial lawyer, Peter has extensive experience advocating for clients in high-stakes courtroom settings. He began his career in the public sector, prosecuting cases on behalf of the government, and then representing individuals against the government. He leverages this experience—having tried more than 35 cases to a jury—in order to protect the interests of individuals, businesses, and public entities in a wide range of disputes.

Peter prides himself on applying the most advanced methods of trial advocacy in arguing a client's case to judge or jury. As a graduate of the Trial Lawyer's College, Peter employs focus group analysis and an in-depth understanding of cognitive neuroscience in advocating effectively on behalf of clients.

Outside of the office, Peter dedicates his time teaching the art of trial advocacy and communication to future generations of trial lawyers, working previously with the Indiana Bar Foundation, and now the Ohio Center for Law-Related Education.

**James Ulwick**
Associate

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Julwick@dicellolevitt.com

**EDUCATION**
Loyola University Chicago, J.D., *cum laude*

Kenyon College, B.A.

James Ulwick is an associate in DiCello Levitt's Chicago office with experience litigating complex commercial cases and actions involving serious injuries. He represents individuals, businesses, and public entities in a wide range of disputes, protecting their interests in state and federal courts across the country.

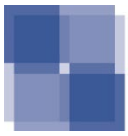
Prior to joining the firm, James was an insurance defense attorney, representing individuals, corporations, and local municipalities through all stages of litigation.

He has successfully argued for the dismissal of several suits, including their subsequent appeals in multiple state courts of appeal, and has successfully obtained favorable resolutions for his clients through dispositive motions, mediation, and settlement. While this experience was valuable, James joined the firm because he wanted to pivot his focus from defending insurance companies to protecting consumers and those injured by corporate malfeasance.

Outside of the office, James has focused on assisting in the development of the next generation of trial and appellate litigators by coaching the Loyola University Chicago National Health Law Moot Court Team.


DICELLO LEVITT GUTZLER
Justice in all its
DIMENSIONS

# EXHIBIT B



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Pearson, Simon & Warshaw, LLP ("PSW") is an AV-rated civil litigation firm with offices in Los Angeles, San Francisco and Minneapolis. The firm specializes in complex litigation, including state coordination cases and federal multi-district litigation. Its attorneys have extensive experience in antitrust, securities, consumer protection, and unlawful employment practices. The firm handles national and multi-national class actions that present cutting-edge issues in both substantive and procedural areas. PSW attorneys understand how to litigate difficult and large cases in an efficient and cost-effective manner, and they have used these skills to obtain outstanding results for their clients, both through trial and negotiated settlement. They are recognized in their field for excellence and integrity, and are committed to seeking justice for their clients.

## CASE PROFILES

PSW attorneys currently hold, or have held, a leadership role in the following representative cases:

- *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*, Northern District of California, MDL No. 2451. PSW attorneys currently serve as co-lead counsel in this multidistrict litigation that alleges the NCAA and its member conferences violate the antitrust laws by restricting the value of grant-in-aid athletic scholarships and other benefits that college students who are football and basketball players can receive. PSW settled the damages case, recently obtaining final approval of a $208 million dollar settlement. PSW attorneys with co-counsel have completed a bench trial for the injunctive portion of the case. A verdict for Plaintiffs was awarded, and the United States Supreme Court recently issued an Opinion affirming the verdict 9-0. *See NCAA v. Alston*, 141 S.Ct. 2141 (2021).

- *In re Credit Default Swaps Antitrust Litigation*, Southern District of New York, MDL No. 2476. PSW attorneys served as co-lead counsel and represented the Los Angeles County Employees Retirement Association ("LACERA") in a class action on behalf of all purchasers and sellers of Credit Default Swaps ("CDS") against twelve of the world's largest banks. The lawsuit alleged that the banks, along with other defendants who controlled the market infrastructure for CDS trading, conspired for years to restrain the efficient trading of CDS, thereby inflating the cost to trade CDS. The alleged antitrust

conspiracy resulted in billions of dollars in economic harm to institutional investors such as pension funds, mutual funds, and insurance companies who used CDS to hedge credit risks on their fixed income portfolios. After nearly three years of litigation and many months of intensive settlement negotiations, PSW helped reach a settlement with the defendants totaling $1.86 *billion* plus injunctive relief. On April 15, 2016, the Honorable Denise L. Cote granted final approval to the settlement, which is one of the largest civil antitrust settlements in history.

- *In re TFT-LCD (Flat Panel) Antitrust Litigation*, Northern District of California, MDL No. 1827. PSW served as co-lead counsel for the direct purchaser plaintiffs in this multidistrict litigation arising from the price-fixing of thin film transistor liquid crystal display ("TFT-LCD") panels. Worldwide, the TFT-LCD industry is a multi-billion dollar industry, and many believe that this was one of the largest price-fixing cases in the United States. PSW helped collect over $405 million in settlements before the case proceeded to trial against the last remaining defendant, Toshiba Corporation and its related entities. PSW partner Bruce L. Simon served as co-lead trial counsel, successfully marshaled numerous witnesses, and presented the opening argument. On July 3, 2012, PSW obtained a jury verdict of $87 million (before trebling) against Toshiba. PSW later settled with Toshiba and AU Optronics to bring the total to $473 million in settlements. In 2013, California Lawyer Magazine awarded Mr. Simon a California Lawyer of the Year Award for his work in the *TFT-LCD* case.

- *In re Potash Antitrust Litigation (No. II)*, Northern District of Illinois, MDL No. 1996. PSW partner Bruce L. Simon served as co-lead counsel for the direct purchaser plaintiffs in this multidistrict litigation arising from the price-fixing of potash sold in the United States. After the plaintiffs defeated a motion to dismiss, the defendants appealed, and the Seventh Circuit Court of Appeals agreed to hear the case *en banc*. Mr. Simon presented oral argument to the *en banc* panel and achieved a unanimous 8-0 decision in his favor. The case resulted in $90 million in settlements for the direct purchaser plaintiffs, and the Court's opinion is one of the most significant regarding the scope of international antirust conspiracies. *See Minn-Chem, Inc. v. Agrium Inc*., 683 F. 3d 845 (7th Cir. 2012).

- *Vakilzadeh v. The Trustees of The California State University*, Los Angeles County Superior Court, Case No. 20STCV23134. PSW partner Daniel L. Warshaw serves as co-lead counsel for a putative class of California State University students who were not provided refunds of tuition and fees from the closing all campuses and ending in-person learning and activities.

- *North American Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.*, Eastern District of New York, Case No. 1:17-cv-05495-MKB-ST. PSW, along with co-counsel, represents the North American Soccer League in a matter against the United States Soccer Federation and Major League Soccer alleging antitrust violations. The complaint alleges that U.S. Soccer and MLS have driven NASL out of business and have prevented NASL from competing against MLS (the sole Division I

league) and the United Soccer League (the sole Division II league), which is affiliated with MLS.

- *In re Broiler Chicken Antitrust Litigation*, Northern District of Illinois, Case No. 1:16-cv-08637. PSW attorneys currently serve as interim co-lead counsel on behalf of direct purchaser plaintiffs. The complaint alleges that the nation's largest broiler chicken producers violated antitrust laws by limiting production and manipulating the price indices. Thus far, PSW and co-counsel have secured final approval of over $169 million in settlements for the direct purchaser plaintiffs with numerous defendants remaining in the litigation.

- *In re Pork Antitrust Litigation*, District of Minnesota, Case No. 0:18-cv-01776. PSW attorneys currently serve as interim co-lead counsel on behalf of direct purchaser plaintiffs. The complaint alleges that the nation's largest pork producers violated antitrust laws by limiting production and manipulating the price indices. Thus far, PSW and co-counsel have secured over $100 million in settlements for the direct purchaser plaintiffs with numerous defendants remaining in the litigation.

- *Greg Kihn, et al. v. Bill Graham Archives, LLC, et al.*, Northern District of California Case No. 4:17-cv-05343-JSW. PSW attorneys currently serve as Class counsel in this certified copyright class action alleging that defendants broadcasted, continue to broadcast, or otherwise make available to the public, copyrighted musical works of Plaintiffs and the Class without proper licenses, as required under the Copyright Act.

- *Grace v. Apple, Inc.*, Northern District of California, 5:17-CV-00551. PSW partner Daniel L. Warshaw currently serves as class counsel in this California certified class action on behalf of consumers who allege Apple intentionally broke its "FaceTime" video conferencing feature for Apple iPhone 4 or iPhone 4S users operating on iOS 6 or earlier.

- *In re Santa Fe Natural Tobacco Company Marketing, Sales Practices, and Products Liability Litigation*, District of New Mexico, Case No. 1:16-md-02695-JB-LF. PSW partner Melissa S. Weiner chairs the Executive Committee and PSW partner Daniel L. Warshaw serves on the executive committee. This class action alleges that defendants' "natural" and "additive free" claims on their tobacco products were false and misleading to consumers.

- *In re Keurig Green Mountain Single-Serving Coffee Antitrust Litigation*, Southern District of New York, MDL No. 2542. In June 2014, Judge Vernon S. Broderick appointed PSW to serve as interim co-lead counsel on behalf of indirect purchaser plaintiffs in this multidistrict class action litigation. The case arises from the alleged unlawful monopolization of the United States market for single-serve coffee packs by Keurig Green Mountain, Inc. Keurig's alleged anticompetitive conduct includes acquiring competitors, entering into exclusionary agreements with suppliers and distributors to prevent competitors from entering the market, engaging in sham patent infringement litigation, and

redesigning the single-serve coffee pack products in the next version of its brewing system to lock out competitors' products. PSW and co-counsel recently obtained final approval of a $31 million settlement.

- *Senne, et al. v. Office of the Commissioner of Baseball, et al.*, Northern District of California, Case No. 14-cv-0608. PSW attorneys currently serve as co-lead counsel in this certified class action and FLSA collective action on behalf of minor league baseball players who allege that Major League Baseball and its member franchises violate the FLSA and state wage and hour laws by failing to pay minor league baseball players minimum wage and overtime.

- *In re KIND LLC "Healthy and All Natural" Litigation*, Southern District of New York, MDL No. 2645. PSW partner Daniel L. Warshaw currently serves as interim co-lead counsel in this multistate certified class action on behalf of consumers who allege that they purchased KIND snack bars that were falsely advertised as "all natural," "non-GMO," and/or "healthy."

- *Trepte v. Bionaire, Inc.*, Los Angeles County Superior Court, Case No. BC540110. PSW attorneys served as Class Counsel in this certified class action alleging that the defendant sold defective space heaters. The complaint alleged that defendant breached the warranty and falsely advertised the safety of the heaters due to design defects that cause the heaters to fail – and, as a result of the failure, the heaters could spark, smoke and catch fire. Final approval of the class settlement was recently granted.

- *In re Carrier IQ Consumer Privacy Litigation*, Northern District of California, MDL No. 2330. PSW attorneys served as interim co-lead counsel in this putative nationwide class action on behalf of consumers who alleged privacy violations arising from software installed on their mobile devices that was logging text messages and other sensitive information.

- *Sciortino, et al. v. PepsiCo, Inc.*, Northern District of California, Case No. 14-cv-0478. PSW attorneys served as interim co-lead counsel in this putative California class action on behalf of consumers who alleged that PepsiCo failed to warn them that certain of its sodas contain excess levels of a chemical called 4-Methylimidazole in violation of Proposition 65 and California consumer protection statutes.

- *James v. UMG Recordings, Inc.*, Northern District of California, Case No. 11-cv-01613. PSW partner Daniel L. Warshaw served as interim co-lead counsel in this putative nationwide class action on behalf of recording artists and music producers who alleged that they had been systematically underpaid royalties by the record company UMG.

- *In re Warner Music Group Corp. Digital Downloads Litigation*, Northern District of California, Case No. 12-cv-00559. PSW attorneys served as interim co-lead counsel, with partner Bruce L. Simon serving as chairman of a five-firm executive committee, in this

putative nationwide class action on behalf of recording artists and music producers who alleged that they had been systematically underpaid royalties by the record company Warner Music Group.

- *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation,* Northern District of California, MDL No. 1486. PSW partner Bruce L. Simon served as co-chair of discovery and as a member of the trial preparation team in this multidistrict litigation arising from the price-fixing of DRAM, a form of computer memory. Mr. Simon was responsible for supervising and coordinating the review of almost a terabyte of electronic documents, setting and taking depositions, establishing and implementing protocols for cooperation between the direct and indirect plaintiffs as well as the Department of Justice, presenting oral arguments on discovery matters, working with defendants on evidentiary issues in preparation for trial, and preparation of a comprehensive pretrial statement. Shortly before the scheduled trial, class counsel reached settlements with the last remaining defendants, bringing the total value of the class settlements to over $325 million.

- *In re Methionine Antitrust Litigation*, Northern District of California, MDL No. 1311. PSW partner Bruce L. Simon served as co-lead counsel in this nationwide antitrust class action involving a conspiracy to fix prices of, and allocate the markets for, methionine. Mr. Simon was personally responsible for many of the discovery aspects of the case including electronic document productions, coordination of document review teams, and depositions. Mr. Simon argued pretrial motions, prepared experts, and assisted in the preparation of most pleadings presented to the Court. This action resulted in over $100 million in settlement recovery for the Class.

- *In re Sodium Gluconate Antitrust Litigation*, Northern District of California, MDL No. 1226. PSW partner Bruce L. Simon served as class counsel in this consolidated antitrust class action arising from the price-fixing of sodium gluconate. Mr. Simon was selected by Judge Claudia Wilken to serve as lead counsel amongst many other candidates for that position, and successfully led the case to class certification and settlement.

- *In re Citric Acid Antitrust Litigation*, Northern District of California, MDL No. 1092. PSW partner Bruce L. Simon served as class counsel in antitrust class actions against Archer-Daniels Midland Co. and others for their conspiracy to fix the prices of citric acid, a food additive product. Mr. Simon was one of the principal attorneys involved in discovery in this matter. This proceeding resulted in over $80 million settlements for the direct purchasers.

- *Olson v. Volkswagen of America, Inc.*, Central District of California, Case No. CV07-05334. PSW attorneys brought this class action lawsuit against Volkswagen alleging that the service manual incorrectly stated the inspection and replacement intervals for timing belts on Audi and Volkswagen branded vehicles equipped with a 1.8 liter turbo-charged engine. This case resulted in a nationwide class settlement.

- *Swain et al. v. Eel River Sawmills, Inc. et al.*, California Superior Court, DR-01-0216. Bruce L. Simon served as lead trial counsel for a class of former employees of a timber company whose retirement plan was lost through management's investment of plan assets in an Employee Stock Ownership Plan. Mr. Simon negotiated a substantial settlement on the eve of trial resulting in a recovery of approximately 40% to 50% of plaintiffs' damages after attorneys' fees and costs.

- *In re Homestore Litigation*, Central District of California, Master File No. 01-11115. PSW attorneys served as liaison counsel and class counsel for plaintiff CalSTRS in this securities class action. The case resulted in over $100 million in settlements to the Class.

- *In re MP3.Com, Inc., Securities Litigation*, Southern District of California, Master File No. 00-CV-1873. PSW attorneys served as defense counsel in this class action involving alleged securities violations under Rule 10b-5.

- *In re Automotive Refinishing Paint Cases*, Alameda County Superior Court, Judicial Council Coordination Proceeding No. 4199. PSW attorneys served as class counsel with other law firms in this coordinated antitrust class action alleging a conspiracy by defendants to fix the price of automotive refinishing products.

- *In re Beer Antitrust Litigation*, Northern District of California, Case No. 97-20644 SW. PSW partner Bruce L. Simon served as primary counsel in this antitrust class action brought on behalf of independent micro-breweries against Anheuser-Busch, Inc., for its attempt to monopolize the beer industry in the United States by denying access to distribution channels.

- *In re Commercial Tissue Products Public Entity Indirect Purchaser Antitrust Litigation*, San Francisco Superior Court, Judicial Counsel Coordination Proceeding No. 4027. PSW partner Bruce L. Simon served as co-lead counsel for the public entity purchaser class in this antitrust action arising from the price-fixing of commercial sanitary paper products.

- *Hart v. Central Sprinkler Corporation*, Los Angeles County Superior Court, Case No. BC176727. PSW attorneys served as class counsel in this consumer class action arising from the sale of nine million defective fire sprinkler heads. This case resulted in a nationwide class settlement valued at approximately $37.5 million.

- *Rueda v. Schlumberger Resources Management Services, Inc*., Los Angeles County Superior Court, Case No. BC235471. PSW attorneys served as class counsel with other law firms representing customers of the Los Angeles Department of Water & Power ("LADWP") who had lead-leaching water meters installed on their properties. The Court granted final approval of the settlement whereby defendant would pay $1.5 million to a *cy pre*s fund to benefit the Class and to make grants to LADWP to assist in implementing a replacement program to the effected water meters.

- *In re Louisiana-Pacific Corp. Inner-Seal OSB Trade Practices Litigation,* Northern District of California, MDL No. 1114. PSW partner Bruce L. Simon worked on this nationwide product defect class action brought under the Lanham Act. The proposed class was certified, and a class settlement was finally approved by Chief Judge Vaughn Walker.

- *In re iPod nano Cases*, Los Angeles County Superior Court, Judicial Counsel Coordination Proceeding No. 4469. PSW attorneys were appointed co-lead counsel for this class action brought on behalf of California consumers who own defective iPod nanos. The case resulted in a favorable settlement.

- *Unity Entertainment Corp. v. MP3.Com*, Central District of California, Case No. 00-11868. PSW attorneys served as defense counsel in this class action alleging copyright infringement.

- *Vallier v. Jet Propulsion Laboratory*, Central District of California, Case No. CV97-1171. PSW attorneys served as lead counsel in this toxic tort action involving 50 cancer victims and their families.

- *Nguyen v. First USA N.A.,* Los Angeles County Superior Court, Case No. BC222846. PSW attorneys served as class counsel on behalf of approximately four million First USA credit card holders whose information was sold to third party vendors without their consent. This case ultimately settled for an extremely valuable permanent injunction plus disgorgement of profits to worthy charities.

- *Morales v. Associates First Financial Capital Corporation*, San Francisco Superior Court, Judicial Council Coordination Proceeding No. 4197. PSW attorneys served as class counsel in this case arising from the wrongful sale of credit insurance in connection with personal and real estate-secured loans. This case resulted in an extraordinary $240 million recovery for the Class.

- *In re AEFA Overtime Cases*, Los Angeles County Superior Court, Judicial Council Coordination Proceeding No. 4321. PSW attorneys served as class counsel in this overtime class action on behalf of American Express Financial Advisors, which resulted in an outstanding class-wide settlement.

- *Khan v. Denny's Holdings, Inc*., Los Angeles County Superior Court, Case No. BC177254. PSW attorneys settled a class action lawsuit against Denny's for non-payment of overtime wages to its managers and general managers.

- *Kosnik v. Carrows Restaurants, Inc*., Los Angeles County Superior Court, Case No. BC219809. PSW attorneys settled a class action lawsuit against Carrows Restaurants for non-payment of overtime wages to its assistant managers and managers.

- *Castillo v. Pizza Hut, Inc.,* Los Angeles County Superior Court, Case No. BC318765. PSW attorneys served as lead class counsel in this California class action brought by delivery drivers who claimed they were not adequately compensated for use of their personally owned vehicles. This case resulted in a statewide class settlement.

- *Baker v. Charles Schwab & Co., Inc.,* Los Angeles County Superior Court, Case No. BC286131. PSW attorneys served as class counsel for investors who were charged a fee for transferring out assets between June 1, 2002 and May 31, 2003. This case resulted in a nationwide class settlement.

- *Eallonardo v. Metro-Goldwyn-Mayer, Inc.,* Los Angeles County Superior Court, Case No. BC286950. PSW attorneys served as class counsel on behalf a nationwide class of consumers who purchased DVDs manufactured by defendants. Plaintiffs alleged that defendants engaged in false and misleading advertising relating to the sale of its DVDs. This case resulted in a nationwide class settlement.

- *Gaeta v. Centinela Feed, Inc.,* Los Angeles County Superior Court, Case No. BC342524. PSW attorneys served as defense counsel in this class action involving alleged failures to pay wages, overtime, employee expenses, waiting time penalties, and failure to provide meal and rest periods and to furnish timely and accurate wage statements.

- *Leiber v. Consumer Empowerment Bv A/K/A Fasttrack,* Central District of California, Case No. CV 01-09923. PSW attorneys served as defense counsel in this class action involving copyrighted music that was made available through a computer file sharing service without the publishers' permission.

- *Higgs v. SUSA California, Inc.,* Los Angeles County Superior Court Case No. BC372745. PSW attorneys are serving as co-lead class counsel representing California consumers who entered into rental agreements for the use of self-storage facilities owned by defendants. In this certified class action, plaintiffs allege that defendants wrongfully denied access to the self-storage facility and/or charged excessive pre-foreclosure fees.

- *Fournier v. Lockheed Litigation*, Los Angeles County Superior Court. PSW attorneys served as counsel for 1,350 residents living at or near the Skunks-Works Facility in Burbank. The case resolved with a substantial confidential settlement for plaintiffs.

- *Nasseri v. CytoSport, Inc.,* Los Angeles County Superior Court, Case No. 439181. PSW attorneys served as class counsel on behalf of a nationwide class of consumers who purchased CytoSport's popular protein powders, ready to drink protein beverages, and other "supplement" products. Plaintiffs alleged that these supplements contain excessive amounts of lead, cadmium and arsenic in amounts that exceed Proposition 65 and negate CytoSport's health claims regarding the products. The case resulted in a nationwide class

action settlement which provided monetary relief to the class members and required the reformulation of CytoSport supplement products.

- *In re Samsung Top-Load Washing Machine Marketing, Sales Practice and Products Liability Litigation*, Western District of Oklahoma, Case No. 5:17-ml-02792-D. Plaintiffs allege that the top-load washing machines contain defects that cause them to leak and explode. PSW Partner Melissa S. Weiner was appointed to the Plaintiffs' Steering Committee in this multi-district class action.

## ATTORNEY PROFILES

## FOUNDING PARTNERS

### CLIFFORD H. PEARSON

Clifford H. Pearson is a civil litigator, business lawyer and mediator focusing on complex litigation, class actions, and business law. In 2013, 2016 and 2021 Mr. Pearson was named by the *Daily Journal* as one of the Top 100 lawyers in California. Additionally, Mr. Pearson was named as one of the Daily Journal's 2019 Top Plaintiff Lawyers. He was instrumental in negotiating a landmark settlement totaling $1.86 billion in *In re Credit Default Swaps Antitrust Litigation*, a case alleging a conspiracy among the world's largest banks to maintain opacity of the credit default swaps market. Mr. Pearson also negotiated $473 million in combined settlements in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, an antitrust case in the Northern District of California that alleged a decade-long conspiracy to fix the prices of TFT-LCD panels and over $90 million in *In re Potash Antitrust Litigation*, an antitrust case in the Northern District of Illinois that alleged price fixing by Russian, Belarusian and North American producers of potash, a main ingredient used in fertilizer. Mr. Pearson currently serves as co-lead counsel in both the *In re Broiler Chicken Antitrust Litigation* and *In re Pork Antitrust Litigation* antitrust class action cases alleging price fixing in the broiler and pork industries.

Before creating the firm in 2006, Mr. Pearson was a partner at one of the largest firms in the San Fernando Valley, where he worked for 22 years. There, he represented aggrieved individuals, investors and employees in a wide variety of contexts, including toxic torts, consumer protection and wage and hour cases. Over his 38-plus year career, Mr. Pearson has successfully negotiated substantial settlements on behalf of consumers, small businesses and companies. In recognition of his outstanding work on behalf of clients, Mr. Pearson has been regularly selected by his peers as a Super Lawyer (representing the top 5% of practicing lawyers in Southern California). He has also attained Martindale-Hubbell's highest rating (AV) for legal ability and ethical standards.

Mr. Pearson is an active member of the American Bar Association, Los Angeles County Bar Association, Consumer Attorneys of California, Consumer Attorneys Association of Los Angeles, and Association of Business Trial Lawyers.

**Current Cases:**

- *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.)
- *In re Pork Antitrust Litigation* (D. Minn.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.* (E.D.N.Y.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.)
- *City of Oakland v. The Oakland Raiders, et al.* (Los Angeles County Superior Court)

**Education:**

- Whittier Law School, Los Angeles, California – J.D. – 1981

- University of Miami, Miami, Florida – M.B.A. – 1978
- Carleton University, Ontario, Canada – B.A. – 1976

**Bar Admissions:**

- California
- Ninth Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California

**Professional Associations and Memberships:**

- American Bar Association
- Association of Business Trial Lawyers
- Consumer Attorneys Association of Los Angeles
- Consumer Attorneys of California
- Los Angeles County Bar Association

**BRUCE L. SIMON**

Bruce L. Simon is a partner emeritus at Pearson, Simon & Warshaw, LLP and has lead the firm to national prominence. Mr. Simon specializes in complex cases involving antitrust, consumer fraud and securities. He has served as lead counsel in many business cases with national and global impact.

In 2019, Mr. Simon was named as one of the Daily Journal's Top Plaintiff Lawyers. In 2018, Mr. Simon was awarded "Antitrust Lawyer of the Year" by the California Lawyers Association. In 2013 and 2016, Mr. Simon was chosen by the *Daily Journal* as one of the Top 100 attorneys in California. In 2013, he received the California Lawyer of the Year award from *California Lawyer Magazine* and was selected as one of seven finalists for Consumer Attorney of the Year by Consumer Attorneys of California for his work in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, MDL No. 1827 (N.D. Cal.). That year, Mr. Simon was included in the Top 100 of California's "Super Lawyers" and has been named a "Super Lawyer" every year since 2003. He has attained Martindale-Hubbell's highest rating (AV) for legal ability and ethical standards.

Mr. Simon was co-lead class counsel in *In re TFT-LCD (Flat Panel) Antitrust Litigation*, a case that lasted over five years and resulted in $473 million recovered for the direct purchaser plaintiffs. Mr. Simon served as co-lead trial counsel and was instrumental in obtaining an $87 million jury verdict (before trebling). He presented the opening argument and marshalled numerous witnesses during the six-week trial.

Also, Mr. Simon was co-lead class counsel in *In re Credit Default Swaps Antitrust Litigation*, a case alleging a conspiracy among the world's largest banks to maintain opacity of the credit default

swaps market as a means of maintaining supracompetitive prices of bid/ask spreads. After three years of litigation and many months of intensive settlement negotiations, the parties in *CDS* reached a landmark settlement amounting to $1.86 billion. It is one of the largest civil antitrust settlements in history.

Mr. Simon was also co-lead class counsel in *In re Potash Antitrust Litigation (II)*, MDL No. 1996 (N.D. Ill.), where he successfully argued an appeal of the district court's order denying the defendants' motions to dismiss to the United States Court of Appeals for the Seventh Circuit. Mr. Simon presented oral argument during an *en banc* hearing before the Court and achieved a unanimous 8-0 decision in his favor. The case resulted in $90 million in settlements for the direct purchaser plaintiffs, and the Court's opinion is one of the most significant regarding the scope of international antirust conspiracies.

More recently, Mr. Simon completed the trial seeking injunctive relief in the *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation.* The plaintiffs allege that the NCAA and its member conferences violate the antitrust laws by restricting the value of grant-in-aid athletic scholarships and other benefits that college football and basketball players can receive.

**Current Cases**:

- *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.)
- *In re Pork Antitrust Litigation* (D. Minn.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.* (E.D.N.Y.)

**Reported Cases**:

- *Minn-Chem, Inc. et al. v. Agrium Inc., et al.*, 683 F.3d 845 (7th Cir. 2012)
- *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation*, 594 U.S. ___ (2021).

**Education:**

- University of California, Hastings College of the Law, San Francisco, California – J.D. – 1980
- University of California, Berkeley, California – A.B. – 1977

**Bar Admissions:**

- California
- Supreme Court of the United States
- Ninth Circuit Court of Appeals
- Seventh Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California

- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California

**Recent Publications:**

- Class Certification Procedure, Ch. V, ABA Antitrust Class Actions Handbook (3d ed.), (forthcoming)
- Reverse Engineering Your Antitrust Case: Plan for Trial Even Before You File Your Case, Antitrust, Vol. 28, No. 2, Spring 2014
- *The Ownership/Control Exception to Illinois Brick in Hi-Tech Component Cases: A Rule That Recognizes the Realities of Corporate Price Fixing*, ABA International Cartel Workshop February 2014
- *Matthew Bender Practice Guide: California Unfair Competition and Business Torts*, LexisNexis, with Justice Conrad L. Rushing and Judge Elia Weinbach (Updated 2013)
- *The Questionable Use of Rule 11 Motions to Limit Discovery and Eliminate Allegations in Civil Antitrust Complaints in the United States*, ABA International Cartel Workshop February 2012

**Professional Associations and Memberships:**

- California State Bar Antitrust and Unfair Competition Section, Advisor and Past Chair
- ABA Global Private Litigation Committee, Co-Chair
- ABA International Cartel Workshop, Steering Committee
- American Association for Justice, Business Torts Section, Past Chair
- Business Torts Section of the American Trial Lawyers Association, Past Chair
- Hastings College of the Law, Board of Directors (2003-2015), Past Chair (2009-2011)

**DANIEL L. WARSHAW**

Daniel L. Warshaw is a civil litigator and trial lawyer who focuses on complex litigation, class actions, and consumer protection. Mr. Warshaw has held leadership roles in numerous state, federal and multidistrict class actions, and obtained significant recoveries for class members in many cases. These cases have included, among other things, antitrust violations, high-technology products, automotive parts, entertainment royalties, intellectual property and false and misleading advertising. Mr. Warshaw has also represented employees in a variety of class actions, including wage and hour, misclassification and other Labor Code violations.

Mr. Warshaw played an integral role in several of the firm's groundbreaking cases. In the *In re TFT-LCD (Flat Panel) Antitrust Litigation*, he assisted in leading this multidistrict to trial and securing $473 million in recoveries to the direct purchaser plaintiff class. After the firm was appointed as interim co-lead counsel in *In re Credit Default Swaps Antitrust Litigation*, Mr. Warshaw along with his partners and co-counsel successfully secured a $1.86 *billion* settlement on behalf of the class.

Currently he serves in a lead or co-lead position in the following cases: *Vakilzadeh v. The Trustees of The California State University*, Los Angeles County Superior Court, Case No. 20STCV23134, a putative class action alleging the students were not refunded for tuition and fees when the California Statue University System closed its campuses and provided remote learning in lieu of in person education; *Grace v. Apple, Inc.*, 5:17-CV-00551-YGR (N.D. Cal.), a certified class action on behalf of consumers who allege that Apple intentionally broke its "FaceTime" video conferencing feature for iPhones with older operating systems that recently settled for $18 million on behalf of a California class; *In re KIND LLC "Healthy and All Natural" Litigation*, MDL No. 2645, (S.D.N.Y.), a multistate certified class action on behalf of consumers who allege that they purchased KIND snack bars that were falsely advertised as "all natural," and/or "non-GMO"; *Seene v. The Office of the Commissioner of Baseball*, 3:14-cv-00608-JCS (N.D. Cal.), a certified multistate class action alleging that Major League Baseball and its teams violate state and federal wage and hour laws relating to minor league players.

Mr. Warshaw's cases have received significant attention in the press, and Mr. Warshaw has been profiled by the *Daily Journal* for his work in the digital download music cases. In 2019 and 2020, Mr. Warshaw was named as one of the Daily Journal's Top Plaintiff Lawyers. And in 2020 he was also named one of the Daily Journal's Top Antitrust Lawyers. Additionally, Mr. Warshaw has been selected by his peers as a Super Lawyer (representing the top 5% of practicing lawyers in Southern California) every year since 2005. He has also attained Martindale-Hubbell's highest rating (AV) for legal ability and ethical standards.

Mr. Warshaw has assisted in the preparation of two Rutter Group practice guides: *Federal Civil Trials & Evidence* and *Civil Claims and Defenses*. Mr. Warshaw is the founder and Chair of the Class Action Roundtable. The purpose of the Roundtable is to facilitate a high-level exchange of ideas and in-depth dialogue on class action litigation.

**Current Cases:**

- *Vakilzadeh v. The Trustees of The California State University*, (Cal. Super. Ct.)
- *Grace v. Apple, Inc.* (N.D. Cal.)
- *Greg Kihn, et al. v. Bill Graham Archives, LLC, et al.* (N.D. Cal.)
- *In re KIND LLC "Healthy and All Natural" Litigation* (S.D.N.Y.)
- *In re Pork Antitrust Litigation* (D. Minn.)
- *In re. Santa Fe Natural Tobacco Company Marketing, Sales Practices, and Products Liability Litigation* (D. N.M.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.)

**Education:**

- Whittier Law School, Los Angeles, California – J.D. – 1996
- University of Southern California – B.S. – 1992

**Bar Admissions:**

- California
- Ninth Circuit Court of Appeals

- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Western District of Texas

**Professional Associations and Memberships:**

- American Bar Association
- Association of Business Trial Lawyers, Board Member
- Consumer Attorneys of California
- Los Angeles County Bar Association, Complex Court Committee, Member
- Plaintiffs' Class Action Roundtable, Chair

## PARTNERS

### BOBBY POUYA

Bobby Pouya is a partner in the firm's Los Angeles office, focusing on complex litigation, class actions, and consumer protection. Mr. Pouya has been an attorney with Pearson, Simon & Warshaw, LLP since 2007, and has extensive experience in representing clients in a variety of contexts. He has served as a primary member of the litigation team in multiple cases that resulted in class certification or a class-wide settlement, including cases that involved high-technology products, price fixing, consumer safety and false and misleading advertising. The cases that Mr. Pouya has worked on have resulted in hundreds of millions of dollars in judgments and settlements on behalf of effected plaintiffs and class members.

Mr. Pouya has served as one of the attorneys representing direct purchaser plaintiffs in several complex antitrust cases, including *In re Polyurethane Foam Antitrust Litigation* (N.D. Ohio) and *In re* Fresh *and Processed Potatoes Antitrust Litigation* (D. Idaho). Mr. Pouya is currently actively involved in the prosecution of *In re Broiler Chicken Antitrust Litigation* (N.D. Ill), *In re Pork Antitrust Litigation* (D. Minn.), *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.), as well as several prominent consumer class action lawsuits.

Mr. Pouya's success has earned him recognition by his peers as a Super Lawyers Rising Star (representing the top 2.5% of lawyers in Southern California age 40 or younger or in practice for 10 years or less) every year since 2008. Mr. Pouya earned his Juris Doctorate from Pepperdine University School of Law in 2006, where he received a certificate in dispute resolution from the prestigious Straus Institute for Dispute Resolution and participated on the interschool trial and mediation advocacy teams, the Dispute Resolution Law Journal and the Moot Court Board.

**Current Cases:**

- *In re Broiler Chicken Antitrust Litigation* (N.D. Ill)
- *In re Pork Antitrust Litigation* (D. Minn.)

- *In re Cattle Antitrust Litigation* (D. Minn.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.)
- *Greg Kihn, et al. v. Bill Graham Archives, LLC, et al.* (N.D. Cal.)

**Education:**

- Pepperdine University School of Law, Malibu, California – J.D. – 2006
- University of California, Santa Barbara, California – B.A., with honors – 2003

**Publications:**

- *Should Offers Moot Claims?*, Daily Journal, Oct. 10, 2014
- *Central District Local Rules Hinder Class Certification*, Daily Journal, April 9, 2013

**Bar Admissions:**

- California
- Ninth Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California

**Professional Associations and Memberships:**

- American Bar Association
- Consumer Attorneys Association of Los Angeles
- Consumer Attorneys of California
- Los Angeles County Bar Association

**Professional Associations and Memberships:**

- California State Bar Antitrust and Unfair Competition Section, Advisor and Past Chair
- ABA Global Private Litigation Committee, Co-Chair
- ABA International Cartel Workshop, Steering Committee
- American Association for Justice, Business Torts Section, Past Chair
- Business Torts Section of the American Trial Lawyers Association, Past Chair
- Hastings College of the Law, Board of Directors (2003-2015), Past Chair (2009-2011)

**MELISSA S. WEINER**

Melissa S. Weiner is a partner and civil litigator whose work is squarely focused on combating consumer deception. Her experience is expansive, including class actions related to consumer protection, product defect, intellectual property, automotive, false advertising and the Fair Credit Reporting Act. Ms. Weiner has taken a leadership role in numerous large class actions and MDLs in cases across the country.

A contributor to her professional community, Ms. Weiner serves on the Executive Board for Public Justice as the Co-Vice Chair of the Development Committee, former co-chair of the Mass Tort and Class Action Practice Group for the Minnesota Chapter of the Federal Bar Association and serves on the Minnesota Bar Association Food & Drug Law Council. In recognition of her outstanding efforts in the legal community, each year since 2012, Ms. Weiner has been named a Super Lawyers *Rising Star* by Minnesota Law & Politics.

Ms. Weiner has been appointed to leadership positions in the following MDLs and consolidated cases:

- *In Re: Luxottica of America, Inc. Data Security Breach Litigation* (S.D. Ohio) (Appointed Interim Executive Committee Member);
- *Culbertson v. Deloitte Consulting LLP* (S.D.N.Y.) (Appointed to Plaintiffs' Executive Committee), a nationwide data breach class action
- *In Re: Fairlife Milk Products Marketing and Sales Practices Litigation* (N.D. Ill.) (Appointed Interim Co-Lead Counsel);
- *In Re: Deva Concepts Products Liability Litigation* (S.D.N.Y.) (Appointed Interim Co-Lead Counsel);
- *In Re Santa Fe Natural Tobacco Company Marketing & Sales Practices and Products Liability Litigation* (D.N.M.) (chair of the Plaintiffs' Steering Committee and member of the Plaintiffs' Oversight Committee);
- *In Re Samsung Top-Load Washing Machine Marketing, Sales Practices & Product Liability Litigation* (W.D. Okla.), (appointed to Plaintiffs' Executive Committee), a nationwide class action regarding a design defect in 2.8 million top loading washing machines, which resulted in a nationwide settlement;
- *In Re Windsor Wood Clad Window Product Liability Litigation* (E.D. Wis.), a nationwide class action regarding allegedly defective windows, which resulted in a nationwide settlement.
- *In Re: Blackbaud, Inc. Customer Data Security Breach Litigation* (D.S.C.), nationwide data breach class action, (appointed to Plaintiffs' Steering Committee).

**Current Cases:**

- *Aguilera v. NuWave, LLC* (N.D. Ill.) (product defect and false advertising)
- *Anurag Gupta v. Aeries Software, Inc.* (C.D. CA) (data breach)
- *Ashour v. Arizona Beverages USA LLC et al.* (S.D. NY) (false advertising/mislabeling)
- *Benson et al v. Newell Brands Inc., et al.* (N.D. IL) (false advertising/mislabeling)
- *Connor Burns v. Mammoth Media, Inc.* (C.D. CA) (data breach)
- *Culbertson v. Deloitte Consulting LLP* (S.D.N.Y.) (data breach)
- *Daniels v. Delta Air Lines, Inc.* (N.D. Ga.). (COVID-19 pandemic relief)
- *In Re: Deva Concepts Products Liability Litigation* (S.D.N.Y.) (false advertising/mislabeling)
- *In Re Fairlife Milk Products Marketing and Sales Practices Litigation* (N.D. IL) (false advertising)

- *Ford v. [24]7.AI, Inc.* (N.D. Cal.) (data breach)
- *In Re Pork Antitrust Litigation* (D. Minn.)
- *In Re Samsung Top-Load Washing Machine Marketing, Sales Practices, and Products Liability Litigation* (W.D. Okla.)
- *In Re Santa Fe Natural Tobacco Company Marketing, Sales Practices, and Products Liability Litigation* (D. N.M.) (false advertising/mislabeling)
- *Wedra v. Cree, Inc.* (S.D.N.Y)

**Education:**

- William Mitchell College of Law - J.D. – 2007
- University of Michigan – Ann Arbor - B.A. – 2004

**Bar Admissions:**

- New York
- Minnesota
- Ninth Circuit Court of Appeals
- U.S. District Court, District of Minnesota
- U.S. District Court, Colorado
- U.S. District Court, Northern District of Illinois
- U.S. District Court, Southern District of New York
- U.S. District Court, Eastern District of New York

**Professional Associations and Memberships:**

- Minnesota State Bar Association
- Federal Bar Association
- Public Justice

**MICHAEL H. PEARSON**

Michael H. Pearson is a Partner and civil litigator in the firm's Los Angeles office, focusing on complex litigation, class actions, and consumer protection. Mr. Pearson has extensive experience in representing clients in a variety of contexts. He has served as a member of the litigation team in multiple cases that resulted in class certification or a class-wide settlement, including cases that involved antitrust, business litigation, complex financial products, high-technology products, consumer safety, and false and misleading advertising. Specifically, he was instrumental in managing the review of tens of millions of documents and drafting pleadings in *In Re Credit Default Swaps Antitrust Litigation*, which was settled for $1.86 billion, plus injunctive relief.

Mr. Pearson received his Bachelor of Science degree from Tulane University in 2008, majoring in Finance with an Energy Specialization. He received his Juris Doctorate from Loyola Law School Los Angeles in 2011. Mr. Pearson is an active member in a number of legal organizations, including the American, Los Angeles County and San Fernando Valley Bar

Associations, Consumer Attorneys of California, the Consumer Attorneys Association of Los Angeles and the Association of Business Trial Lawyers.

Mr. Pearson's success has earned him recognition by his peers as a Super Lawyers Rising Star (representing the top 2.5% of lawyers in Southern California age 40 or younger or in practice for 10 years or less) in 2017, 2018, 2019, and 2020.

**Current Cases**:

- *City of Oakland v. The Oakland Raiders, et al.* (N.D. Cal.)
- *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.)
- *In re Pork Antitrust Litigation* (D. Minn.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.)

**Education**:

- Loyola Law School Los Angeles, Los Angeles, California – J.D. – 2011
- Tulane University, New Orleans, Louisiana – B.S., *magna cum laude* – 2008

**Bar Admissions**:

- California
- Ninth Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California

**Professional Associations and Memberships:**

- American Bar Association
- Association of Business Trial Lawyers
- Consumer Attorneys Association of Los Angeles
- Consumer Attorneys of California
- Los Angeles County Bar Association
- San Fernando Valley Bar Association

**BENJAMIN E. SHIFTAN**

Benjamin E. Shiftan is a Partner in the firm's San Francisco office. Since joining the firm in 2014, Mr. Shiftan has focused on complex class action litigation, including antitrust, insurance, wage and hour, product defect, and consumer protection cases. In 2019, Mr. Shiftan received an award from the American Antitrust Institute for "Outstanding Antitrust Litigation Achievement in Private Law Practice" in connection with his and PSW's work on the groundbreaking *In re: NCAA Athletic Grant-in-Aid Cap Antitrust Litigation* (N.D. Cal. Case No. 14-md-2541-CW). The damages portion of the case settled for $208 million dollars, while the injunctive relief phase of the case ended with a 9-0 victory in front of the Supreme Court of the United States.

Prior to joining the firm, Mr. Shiftan litigated complex bad faith insurance cases for a national law firm. Before that, Mr. Shiftan served as a law clerk to the Honorable Peter G. Sheridan, United States District Court for the District of New Jersey, and worked for a mid-sized firm in San Diego.

Mr. Shiftan graduated from the University of San Diego School of Law in 2009. While in law school, he served as Lead Articles Editor of the San Diego International Law Journal and competed as a National Team Member on the Moot Court Board. Mr. Shiftan won the school's Paul A. McLennon, Sr. Honors Moot Court Competition. At graduation, he was one of ten students inducted into the Order of the Barristers. Mr. Shiftan graduated from the University of Virginia in 2006.

**Current Cases**:

- *In re Pork Antitrust Litigation* (D. Minn.)
- *Senne, et al. v. Office of the Commissioner of Baseball, et al.* (N.D. Cal.)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.* (E.D.N.Y.)

**Education**:

- University of San Diego School of Law, San Diego, CA – J.D. – 2009
- University of Virginia, Charlottesville, VA – B.A. – 2006

**Bar Admissions**:

- California
- Ninth Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California

**Professional Associations and Memberships:**

- San Francisco County Bar Association
- American Bar Association

## TRIAL COUNSEL

### THOMAS J. NOLAN

Thomas J. Nolan is Trial Counsel (Of Counsel) in the Sherman Oaks office of Pearson, Simon & Warshaw, LLP.

Mr. Nolan is widely recognized as one of the nation's leading trial attorneys, and has extensive civil and criminal trial experience representing corporations and individuals in complex litigation in state and federal courts.

Mr. Nolan is a former federal prosecutor and served as Chief of Fraud and Special Prosecutions in the Los Angeles United States Attorney's Office. He has been a member of the defense bar since 1979.

Mr. Nolan has represented both corporate plaintiffs and defendants across a wide range of complex civil litigation matters including class actions; a wide variety of contract disputes, including a three-month jury trial against 63 insurance carriers; unfair business practices and consumer fraud; as well as antitrust and intellectual property issues. Mr. Nolan is also recognized as a leading lawyer for "first of their kind" trials. His diverse experience was cited by media reports on his arrival at Latham, such as this Bloomberg-BNA Law article.

Mr. Nolan has represented corporations and individuals in criminal DOJ prosecutions and SEC enforcement matters and in internal investigations involving FCPA allegations, securities fraud, money laundering, RICO, healthcare fraud, and insider trading violations.

He leverages extensive trial experience including winning jury verdicts of more than $1 billion for his clients and defeating claims exceeding $15 billion asserted against clients.

**Notable Cases:**

- Lead trial counsel for CashCall in defeating more than $275 million in restitution and monetary claims sought by the CFPB.
- Served as lead trial counsel representing UBS Real Estate Securities Inc. in a closely watched three-week bench trial conducted in the US District Court, Southern District of New York.*
- Served as lead trial counsel representing the home mortgage division of a major bank against class action claims of racial discrimination in mortgage lending*
- Defended Peter Morton in securing a unanimous jury verdict awarding zero damages in a case alleging fraud, breach of fiduciary duty and invasion of privacy*
- Represented the founders of Skype Technologies S.A., with a consortium of private equity and venture capital firms led by Silver Lake, in the $2.8 billion acquisition of Skype from eBay Inc.*
- Represented Tyco International Ltd. in a litigation in the US District Court for the Southern District of New York brought by holders of $2.7 billion of notes issued by Tyco.*

- Served as lead trial counsel representing the consortium of underwriters of WorldCom Securities in securing a settlement on the eve of jury selection in one of the largest securities class action cases in history.*
- Represented Litton Industries in a high-profile monopoly antitrust lawsuit against Honeywell, Inc. in the US District Court for the Central District of California.*

**Represents experience from previous law firms.*

**Accolades:**
Mr. Nolan has served in numerous honorary positions and received numerous accolades over his extensive career, including:

- American College of Trial Lawyers – Fellow
- International Academy of Trial Lawyers – Fellow
- Loyola Marymount University – Board of Regents
- Loyola University School of Law at Los Angeles – Board of Directors
- Loyola University School of Law at Los Angeles – Champion of Justice Award
- Beverly Hills Bar Association – Excellence in Advocacy Award
- Association of Business Trial Lawyers – frequent lecturer
- Federal Bar Association – frequent lecturer
- California Bar Association – *Pro Bono* Lawyer of the Year
- *The Am Law Litigation Daily* – Litigator of the Week

Mr. Nolan has been selected for inclusion in *Chambers Global: The World's Leading Lawyers for Business*, and he is one of only 23 attorneys listed in the top tier of national trial attorneys by *Chambers USA: America's Leading Lawyers for Business*, which also ranks him in its top tier for general commercial litigation. In addition, Mr. Nolan has been profiled for 12 different years as one of the Top 100 most influential lawyers in California and as one of the Top 30 Securities Litigators in California by the *Daily Journal*. He was named Best Lawyers' 2015 Los Angeles Bet-the-Company Litigation Lawyer of the Year.

**Education:**
- Loyola Law School – Los Angeles, California – J.D. – 1975
- Loyola Marymount University – Los Angeles, California – B.B.A. – 971

**Bar Admissions:**
- California
- Supreme Court of the United States
- Ninth Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- U.S. District Court, Southern District of California
- U.S. District Court, Southern District of New York

## OF COUNSEL

### NEIL SWARTZBERG

Neil Swartzberg, Of Counsel to Pearson, Simon & Warshaw, LLP, has significant litigation and counseling experience, with a track record of providing advice and representation to individuals and companies. He has expertise in complex and commercial litigation, focusing on consumer protection, antitrust and securities laws, primarily in the class action context. Practicing in both federal and state courts, he has litigated price-fixing class actions, securities fraud suits and other consumer protection cases, as well as patent infringement, trade secret misappropriation and related intellectual property matters.

Mr. Swartzberg was a leading attorney in the direct purchaser plaintiff class action *In re Static Random Access Memory (SRAM) Antitrust Litigation* (N.D. Cal.). He was also actively involved in several other antitrust class actions, such as *In re International Air Transportation Surcharge Antitrust Litigation* (N.D. Cal.), *Air Cargo Shipping Services Antitrust Litigation* (E.D.N.Y.), *In re Cathode Ray Tube (CRT) Antitrust Litigation* (N.D. Cal.), and *In re Optical Disk Drive (ODD) Antitrust Litigation* (N.D. Cal.). In addition, he has represented patent owners and companies in infringement cases for patents covering video game controllers, Internet search functionality, secure mobile banking transactions and telecommunications switches.

His current cases include: direct purchaser antitrust class actions against the leading domestic producers of poultry (broiler chickens) and pork; several class actions on behalf students against colleges and universities seeking partial refunds of tuition and fees because of the schools closing their campuses and transitioning to online-only classes in the wake of COVID-19; an antitrust suit challenging the conduct of Major League Soccer and the United States Soccer Federation to exclude competition in men's professional soccer; and, two consumer class actions against airlines who failed to provide proper refunds when they canceled passengers' flights following COVID-19.

**Current Cases:**

- *In re Broiler Chicken Antitrust Litigation* (N.D. Ill.)
- *In re Pork Antitrust Litigation* (D. Minn.)
- *Vakilzadeh v. The Trustees of California State University* (Cal. Sup. Ct., Los Angeles)
- *North American Soccer League, LLC v. United States Soccer Federation, Inc.* (E.D.N.Y)
- *Bombin v. Southwest Airlines Co.* (E.D. Pa.)
- *Dusko v. Delta Air Lines, Inc.* (N.D. Ga.)

**Education:**

- University of California, Davis, School of Law– J.D. – 2001
- State University of New York, Buffalo – M.A. – 1994
- Duke University – A.B. – 1991

**Bar Admissions:**

- California
- Ninth Circuit Court of Appeals
- Federal Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Eastern District of Missouri
- U.S. District Court, Western District of Pennsylvania

**Publications and Presentations:**

- *The Hard Cell, Mobile banking and the Federal Circuit's "divided infringement" decisions,* Feb. 2013, Intellectual Property magazine, with Robert D. Becker.

**Professional Associations and Memberships:**

- American Bar Association

**Languages:**

- German (proficient)

## ASSOCIATES

### NAVEED ABAIE

Naveed Abaie is an associate in the firm's Los Angeles office focusing on consumer protection, antitrust, and business litigation.

He graduated from the University of San Diego, School of Law in 2017. While at the University of San Diego, Mr. Abaie earned his J.D. with a concentration in Business and Corporate Law. Mr. Abaie received his Bachelor's degree from the University of California, Berkeley Haas School of Business in 2012.

**Current Cases:**
- *In re Broiler Chicken Antitrust Litigation* (N.D. Ill)
- *In re Pork Antitrust Litigation* (D. Minn.)

**Education:**
- University of San Diego, California – J.D. – 2017
- University of California, Berkeley, California – B.A.– 2012

**Bar Admissions:**
- California

**Professional Associations and Memberships:**
- Iranian American Bar Association

**MATTHEW A. PEARSON**

Matthew A. Pearson is an associate in the firm's Los Angeles office focusing on antitrust, consumer protection, copyright, and business litigation. Mr. Pearson has represented clients in a variety of different matters and works closely with clients, co-counsel, and opposing counsel on all aspects of litigation.

In 2019, Mr. Pearson received the award for Outstanding Antitrust Litigation Achievement in Private Law Practice by the American Antitrust Institute for his work in the *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation* (N.D. Cal.) trial, which took place in September of 2018 and resulted in a verdict in Plaintiffs' favor. Additionally, in 2019, Mr. Pearson was selected by his peers as a Super Lawyer (representing the top 5% of practicing lawyers in Southern California).

Mr. Pearson received his Bachelor of Science degree from the University of Arizona in 2010, majoring in Business Management. He received his Juris Doctorate from Whittier Law School in 2013. Mr. Pearson is an active member in a number of legal organizations, including the American Bar Association, American Association for Justice, Association of Business Trial Lawyers, Consumer Attorneys Association of Los Angeles, Consumer Attorneys of California, and the Los Angeles County Bar Association.

**Current Cases:**
- *In re Pork Antitrust Litigation* (D. Minn.)
- *Greg Kihn, et al. v. Bill Graham Archives, LLC, et al.* (N.D. Cal.)
- *In re KIND LLC "Healthy and All Natural" Litigation* (S.D.N.Y.)
- *In re National Collegiate Athletic Association Athletic Grant-in-Aid Cap Antitrust Litigation* (N.D. Cal.)
- *North* American *Soccer League, LLC v. United States Soccer Federation, Inc., and Major League Soccer, L.L.C.* (E.D.N.Y.)
- *In Re Cattle Antitrust Litigation* (D. Minn.)

**Education:**
- Whittier Law School, California – J.D. – 2013
- University of Arizona: Eller College of Management – B.S.– 2010

**Bar Admissions:**

- California
- Ninth Circuit Court of Appeals
- U.S. District Court, Central District of California
- U.S. District Court, Eastern District of California
- U.S. District Court, Northern District of California
- *U.S. District* Court, Southern District of California

**Professional Associations and Memberships:**

- American Bar Association
- American Association for Justice
- Association of Business Trial Lawyers
- Consumer Attorneys Association of Los Angeles
- Consumer Attorneys of California
- *Los Angeles* County Bar Association

**BRIAN S. PAFUNDI**

Brian S. Pafundi is an associate in the firm's Minneapolis office focusing on antitrust and consumer class actions.

Mr. Pafundi graduated from University of Florida Levin College of Law in 2010. After law school he worked as an Assistant Public Defender for the State of Minnesota where he handled a full and diverse caseload including felony trials.

Mr. Pafundi received his B.A. in Political Science in 2005 and a Master of Arts degree in Mass Communications in 2009, both from the University of Florida.

**Current Case:**

- *In re Pork Antitrust Litigation* (D. Minn.)

**Education:**

- University of Florida Levin College of Law – J.D. – 2010
- University of Florida College of Journalism and Communications – M.A. – 2009
- University of Florida College of Liberal Arts and Science – B.A. – 2005

**Bar Admission:**

- Minnesota

**ALEXANDER P. WINDING**

Alexander P. Winding is an associate in the firm's San Francisco office focusing on consumer protection, antitrust, and business litigation.

Mr. Winding received his Bachelor of Arts degree from the University of California, Berkeley in 2015, majoring in the Japanese language and graduating with honors. He received his Juris Doctorate from the University of California, Hastings College of Law in 2020.

**Current Case:**

- *In re Pork Antitrust Litigation* (D. Minn.)

**Education:**

- University of California, Hastings College of Law – J.D. – 2020
- University of California, Berkeley, California – B.A.– 2015

**Bar Admission:**

- California

**KYLE R. COSTELLO**

Kyle R. Costello is an associate in the firm's Minneapolis office focusing on class actions, consumer protection, and complex litigation.

Mr. Costello, born and raised in New Jersey and graduated from Rutgers Law in 2010. He then began a career in contracts management for large corporations. In 2018, Kyle moved to Minnesota to transition into litigation. There he clerked for The Honorable Assistant Chief Judge Sarah Hennesy of the Seventh Judicial District of Minnesota. Subsequently he advocated for indigent clients as a Public Defender in Olmsted County, Minnesota. Kyle brings a wealth of corporate knowledge and trial experience to Pearson, Simon & Warshaw, LLP.

**Current Case:**

- *In re Pork Antitrust Litigation* (D. Minn.)

**Education:**

- Rutgers School of Law, New Jersey – 2010
- Manhattan College – 2007

**Bar Admission:**

- Minnesota

**ADRIAN J. BUONANOCE**

Adrian J. Buonanoce is an associate in the firm's Los Angeles office, focusing on antitrust litigation.

Mr. Buonanoce received a Bachelor's degree in Political Economy from the University of California, Berkeley in 2012. He earned his Juris Doctorate from the University of San Diego School of Law with a concentration in International Law in 2018.

**Current Case:**

- *In re Pork Antitrust Litigation* (D. Minn.)

**Education:**

- University of San Diego, California – J.D. – 2018
- University of California, Berkeley, California – B.A.– 2012

**Bar Admissions:**

- California

# EXHIBIT C

# REESE LLP

Reese LLP represents consumers in a wide array of class action litigation throughout the nation. The attorneys of Reese LLP are skilled litigators with years of experience in federal and state courts. Reese LLP is based in New York, New York with offices also in California and Minnesota.

Recent and current cases litigated by the attorneys of Reese LLP on behalf of consumers include the following:

*In re Seresto Flea and Tick Collar Marketing, Sales Practices and Products Liability Litig.,* case no. 1:21-cv-04447 (N.D. Ill.); *In re Fairlife Milk Products Marketing and Sales Practices Litig.*, case no. 1:19-cv-03924 (N.D. Illinois)(case involving milk products allegedly mislabeled); *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887- AR-TT (D. ansas)(case involving contaminated pet food)*; Hasemann v. Gerber Products Co.*, case no. 15-cv-02995-M B-RER (E.D.N.Y.)(case involving misrepresentation of health benefits of baby formula in violation of New York consumer protection laws); *Worth v. CVS Pharmacy, Inc.*, case no. 16-cv-00498 (E.D.N.Y.)(class action for alleged misrepresentations regarding health benefits of dietary supplement); *Roper v. Big Heart Pet Brands, Inc.*, case no. 19-cv-00406-DAD (E.D. Cal.)(class action regarding pet food); *Ackerman v. The Coca-Cola Co.*, 09-CV-0395 ( G) (RML) (E.D.N.Y.)(class action for violation of California and New York's consumer protection laws pertaining to health beverages); *Rapaport-Hecht v. Seventh Generation, Inc.*, 14-cv-9087- M (S.D.N.Y.)(class action for violation of California and New York's consumer protection laws pertaining to personal care products); *Berkson v. GoGo, LLC,* 14-cv-1199- B-L (E.D.N.Y.)(class action regarding improper automatic renewal clauses); *Chin v. RCN Corporation*, 08-cv-7349 R S (S.D.N.Y.)(class action for violation of Virginia's consumer protection law by I.S.P. throttling consumers' use of internet); *Bodoin v. Impeccable L.L.C.*, Index. No. 601801/08 (N.Y. Sup. Ct.)(individual action for conspiracy and fraud); *Huyer v. Wells Fargo & Co.*, 08-CV-507 (S.D. Iowa)(class action for violation of the RICO Act pertaining to mortgage related fees); *Murphy v. DirecTV, Inc.*, 07-CV-06545 FMC (C.D. Cal.)(class action for violation of California's consumer protection laws); *Bain v. Silver Point Capital Partnership LLP,* Index No. 114284/06 (N.Y. Sup. Ct.)(individual action for breach of contract and fraud); *Siemers v. Wells Fargo & Co.*, C-05-4518 HA (N.D. Cal.)(class action for violation of 10(b) of the Securities Exchange Act of 1934 pertaining to improper mutual fund fees); *Dover Capital Ltd. v. Galvex Estonia OU*, Index No. 113485/06 (N.Y. Sup. Ct.)(individual action for breach of contract involving an Eastern European steel company); *All-Star Carts and Vehicles Inc. v. BFI Canada Income Fund*, 08-CV-1816 LD (E.D.N.Y.)(class action for violation of the Sherman Antitrust Act pertaining to waste hauling services for small businesses on Long Island); *Petlack v. S.C. Johnson & Son, Inc.*, 08-CV-00820 CNC (E.D. isconsin)(class action for violation of isconsin consumer protection law pertaining to environmental benefits of household cleaning products); *Wong v. Alacer Corp.*, (San Francisco Superior Court)(class action for violation of California's consumer protection laws pertaining to deceptive representations regarding health benefits of dietary supplement's ability to improve immune system); *Howerton v. Cargill, Inc.* (D. Hawaii)(class action for violation of various consumer protection laws regarding sugar substitute); *Yoo v. Wendy's International, Inc.*, 07-CV-04515 FMC (C.D. Cal.)(class action for violation of California's consumer protection laws pertaining to adverse health effects of partially hydrogenated oils in popular food products).

**The Attorneys of Reese LLP**

**Michael R. Reese**

Mr. Reese is the founding partner of Reese LLP where he litigates consumer protection cases as class actions and on behalf of individual clients. Prior to entering private practice, Mr. Reese served as an assistant district attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting violent and white-collar crime.

Achievements by Mr. Reese on behalf of consumers span a wide array of actions. For example, in *Yoo v. Wendy's International Inc.*, Mr. Reese was appointed class counsel by the court and commended on achieving a settlement that eliminated trans-fat from a popular food source. *See Yoo v. Wendy's Int'l Inc.*, No. 07-CV-04515-FMC ( Cx) (C.D. Cal. 2007) (stating that counsel " ***d d d d r r d d d*** ").

Victories by Mr. Reese and his firm include a $12.5 million dollar settlement in *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887- AR-TT (D. ansas) for pet owners who bought contaminated pet food; a $6.1 million class action settlement in *Howerton v. Cargill, Inc.* (D. Hawaii) for consumers of Truvia branded sweetener; a $6.4 million class action settlement in the matter of *Wong v. Alacer Corp.* (S.F. Superior Court) for consumers of Emergen-C branded dietary supplement; and, a $25 million dollar settlement for mortgagees in *Huyer v. Wells Fargo & Co.* (S.D. Iowa).

Mr. Reese and his firm are frequently appointed as co-lead counsel in multi-district litigations, including, but not limited to *In re Seresto Flea and Tick Collar Marketing, Sales Practices and Products Liability Litig.,* case no. 1:21-cv-04447 (N.D. Ill.); *In re Fairlife Milk Products Marketing and Sales Practices Litig.*, case no. 1:19-cv-03924-RMD (N.D. Illinois); *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887- AR-TT (D. ansas); *In re Vitaminwater Sales and Marketing Practices Litig.*, case no. 11-md-2215-DLI-RML (E.D.N.Y.); and, *In re Frito-Lay N.A. "All-Natural" Sales & Marketing Litig.*, case no. 12-md-02413-RRM-RLM (E.D.N.Y.).

Mr. Reese is a frequent lecturer and author on issues of food-related class actions. Mr. Reese co-hosts an annual two day food law conference with Professor Michael Roberts of UCLA that includes panels on food-related class action litigation and food regulation; presents on class action litigation at the annual conference of the Food and Drug Law Institute; and, presents regularly at the Union Internationale des Advocats Annual Congress.

Mr. Reese is also the head chairperson of the Cambridge Food Fraud Forum, an invitation-only conference for plaintiffs counsel that focus on food-related class action.

Recent articles by Mr. Reese on food-related class actions appear in publications by the American Bar Association; the Union Internationale des Advocats; and, the Illinois State Bar.

Mr. Reese is also an adjunct professor at Brooklyn Law School where he teaches on class actions and food law. Mr. Reese is also a frequent guest lecturer on food law at UCLA School of Law.

Mr. Reese is a member of the state bars of New York and California as well as numerous federal district and appellate courts. Mr. Reese received his juris doctorate from the University of Virginia in 1996 and his bachelor's degree from New College in 1993.

**Sue J. Nam**

Ms. Nam is based in New York where she focuses on consumer class actions. Ms. Nam also runs the appellate practice at the firm and has represented clients before the Second and Ninth Circuits, as well as The Court of Appeals in New York. Ms. Nam also specialized in copyright law and represents photographers and other visual artists who have had their copyright protected works infringed.

Prior to joining the firm, Ms. Nam was the General Counsel for NexCen Brands, Inc., a publicly traded company that owned a portfolio of consumer brands in food, fashion and homeware.

Previously, Ms. Nam was Intellectual Property Counsel and Assistant Corporate Secretary at Prudential Financial, Inc., and she was an associate specializing in intellectual property and litigation at the law firms of Brobeck Phleger Harrison LLP in San Francisco, California and Gibson Dunn Crutcher LLP in New York, New York.

Ms. Nam clerked for the Second Circuit prior to joining private practice.

Ms. Nam received her juris doctorate from Yale Law School in 1994. She received a bachelor's degree with distinction from Northwestern University in 1991.

**Carlos F. Ramirez**

Mr. Ramirez is an accomplished trial attorney based in New York, where he focuses his practice on the litigation of consumer class actions. Prior to entering private practice in 2001, Mr. Ramirez served as an Assistant District Attorney at the Manhattan District Attorney's Office where he served as a trial attorney prosecuting both violent and white-collar crimes.

Previous and current consumer fraud class actions litigated by Mr. Ramirez include *Hasemann v. Gerber Products Co.*, case no. 15-cv-02995-M B-RER (E.D.N.Y.)(case involving misrepresentation of health benefits of baby formula in violation of New York consumer protection laws); *Coe v. General Mills, Inc.*, No. 15-cv-5112-TEH (N.D. Cal.) (involving false advertisement claims relating to the Cheerios Protein breakfast cereal); *In re Santa Fe Natural Tobacco Company Marketing & Sales Practices Litigation*, 16-md-2695- B/LF (D.N.M.)(involving the deceptive marketing of cigarettes as "natural" and "additive free"); and, *Lamar v. The Coca-Cola Company, et al.*, No. 17-CA-4801 (D.C. Superior Ct.) (involving the deceptive marketing of sugar drinks as safe for health).

Mr. Ramirez is a member of the state bars of New York and New ersey. He is also a member of the bars of the U.S. District Courts for the Eastern District of New York and Southern District of New York. Mr. Ramirez received his juris doctorate from the Fordham University School of Law in 1997 and his bachelor's degree from CUNY- oh ay College in 1994.

**George V. Granade II**

Mr. Granade is a partner at Reese LLP based in Los Angeles, California, where he focuses on consumer class actions. Cases Mr. Granade has worked on include: *Barron v. Snyder's-Lance, Inc.*, No. 0:13-cv-62496- AL (S.D. Fla.); *In re: Frito-Lay North America, Inc. "All Natural" Litigation*, No. 1:12-md-02413-RRM-RLM (E.D.N.Y.) (involving "SunChips," "Tostitos," and "Bean Dip" products labeled as "natural" and allegedly containing genetically-modified organisms); and *Martin v. Cargill, Inc.*, No. 0:13-cv-02563-RH - G (D. Minn.) (involving "Truvia" sweetener product labeled as "natural" and allegedly containing highly processed ingredients).

Mr. Granade received his juris doctorate from New York University School of Law in 2011. He received a master's degree from the University of Georgia at Athens in 2005 with distinction and a bachelor's degree from the University of Georgia at Athens in 2003, *magna cum laude* and with High Honors.

Mr. Granade is a member of the state bars of Georgia, New York, and California. He is also a member of the bar of the U.S. Courts of Appeals for the Second Circuit and Ninth Circuit, as well as the bars of the U.S. District Courts for the Eastern District of New York, Southern District of New York, estern District of New York, Northern District of New York, Southern District of Illinois, Northern District of Illinois, Northern District of California, Southern District of California, Central District of California, and Eastern District of California.

**Charles D. Moore**

Mr. Moore is based in Minneapolis, Minnesota where he focuses on both consumer as well as employment class actions.

Mr. Moore has worked on a number of high profile class actions at Reese LLP as well as his prior firm where he worked as co-counsel with Reese LLP on numerous matters. His notable cases include *Marino v. Coach, Inc.*, Case. No. 1:16-cv-01122-VEC (OT ) (Lead) (S.D.N.Y.) (involving deceptive reference pricing in the sale of outlet merchandise); *Raporport-Hecht v. Seventh Generation, Inc.*, Case No. 7:14-cv-09087- M (S.D.N.Y.) (involving the deceptive advertising of household products as "natural"); *Gay v. Tom's of Maine, Inc.*, Case No. 0:14-cv-60604- MM (S.D. Fla.) (involving deceptive advertising of personal care products as "natural"): *Frohberg v. Cumberland Packing Corp.*, Case No. 1:14-cv-00748- AM-RLM (E.D.N.Y.) (involving deceptive advertising of food products as "natural"); *Baharenstan v. Venus Laboratories, Inc. d/b/a Earth Friendly Products, Inc.*, Case No. 3:15-cv-03578-EDL (N.D. Cal.) (involving deceptive advertising of household products as "natural"); *Sienkaniec v. Uber Technologies, Inc.*, Case No. 17-cv-04489-P S-FLN (D. Minn.) (involving the misclassification of Uber drivers as independent contractors); *Dang v. Samsung Electronics Co.*, 673 F. App'x 779 (9th Cir. 2017) (*cert denied* 138 S. Ct. 203) (rejecting shrink-wrap terms in California for purposes of arbitration).

Mr. Moore is a member of the state bar of Minnesota. He is also a member of the bar of the U.S. District Court for the District of Minnesota. Mr. Moore received his juris doctorate from Hamline University School of Law in 2013, and his bachelor's degree from the University of North Dakota in 2007.

*Curriculum Vitae*

Michael R. Reese
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Email: *mreese@reesellp.com*

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**REESE LLP** (2008-present)

***d r d M r r***

Founder and managing partner of nationwide litigation law firm specializing in class actions and food law related cases throughout the United States. Representative cases include:

- *In re Hill's Pet Nutrition, Inc. Dog Food Products Liability Litig.*, case no. 19-md-2887- AR (D. ansas)(court appointed co-lead counsel in MDL that resulted in a $12.5 million settlement for purchasers of contaminated pet food)

- *Mantikas v. Kellogg Co.*, 910 F.3d 633 (2d Cir. 2018)(case involving alleged misrepresentation of amount of whole grain in food product; adoption by Second Circuit of reasonable consumer standard)

- *Sgouros v. Transunion Corp.*, 817 F.3d 1029 (7th Cir. 2016)(case alleging violation of the Fair Credit Reporting Act ("FCRA"); rejection by Seventh Circuit that case was subject to arbitration)

- *In re Santa Fe Natural Tobacco Company Marketing & Sales Practices and Products Liability Litig.*, 288 F.Supp.3d 1087 (D. New Mexico Dec. 21, 2017) (case alleging violation of consumer protection statutes for deceptive labeling of "natural" cigarettes)

- *Huyer v.Wells Fargo Co.*, 295 F.R.D. 332 (S.D. Iowa 2013)(certification of RICO class on behalf of mortgagors, resulting in $25 million settlement)

- *Shalikar v. Asahi Beer U.S.A., Inc.*,, case no. 17-cv-02713 A , 2017 L 9362139 (C.D. Cal. Oct. 16, 2017) (case alleging violation of consumer protective statute for deceptive and misleading labeling regarding origin of product)

- *Coe et al. v. General Mills, Inc.,* case no. 15-cv-05112-TEH, 2016 L 4208287 (N.D. Cal. Aug. 10, 2016) (case alleging violation for deceptive and misleading packaging regarding levels of protein and sugar in popular breakfast cereal)

- *Rapoport-Hecht v. Seventh Generation, Inc.*, case no. 14-cv-09087- M , 2016 L 11397676 (S.D.N.Y. uly 10, 2016)(case alleging misleading labeling of personal care products as natural)

- *In re Frito-Lay North America, Inc. All Natural Litigation,* 2013 L 4647512 (E.D.N.Y. Aug. 29, 2013) (case alleging violation for deceptive and misleading packaging of food products containing genetically modified organisms)

**BROOKLYN LAW SCHOOL** (2014-present)

***d r r***

- *The Law of Class Actions and other Aggregate Litigation*
- *Food Law*

**COLUMBIA LAW SCHOOL** (2016 to present)

***r r*** *- Food Law and Policy*

**WELLNESS IN THE SCHOOLS (WITS)** – (2016 to present)

***d r rd M r***

**RESNICK CENTER, UNIVERSITY OF CALIFORNIA SCHOOL OF LAW** (2018 to present)

***d r rd M r***

**UNION INTERNATIONALE DES AVOCATS (UIA)** (2016-present)

***r d r d*** (2022 to present)

***r r d*** (2018 to 2022)

***d M r*** (2016 to present)
Guest Speaker: Verona, Italy (2016); Toronto, Canada (2017); Porto, Portugal (2018); Guadalajara, Mexico (2020)(virtual)

**CLE INTERNATIONAL – FOOD LAW** (2016-present)

***r***

Co-host of annual two day food law conference that brings together all stakeholders in food law and regulation; including, academia; in-house counsel; NGOs; and members of the plaintiffs and defense bars.

***d r rr r d r d***
(virtual) March 11, 2022

***d r r***
” San Francisco, California (March 2-3, 2020)

***d d r d r r r***
UCLA School of Law, Los Angeles, California ( une 6-7, 2019)

***d d r***
Denver, Colorado (April 19-20, 2018)

***d r d***
Austin, Texas (May 11-12, 2017)

**CAMBRIDGE FOOD FRAUD FORUM** (2019-present)

*d r r* - Chairperson of annual three day food law conference for plaintiff class action attorneys who focus their practice on food fraud.

**CLASS ACTION ROUNDTABLE and CLASS ACTION FORUM** (2014-present)

*M r* Executive Committee Member and annual presenter at exclusive forum limited to the top class action practitioners.

**PERRIN FOOD AND BEVERAGE LAW ANNUAL CONFERENCE** (2014 present)

*r r* - Moderator and Lecturer at annual food law conference.

***M***

**2022**

March 11, 2022; CLE International; Co-host with Professor Michael Roberts (UCLA School of Law); Class Action Roundtable (moderator and panelist); Environmental Marketing Claims (moderator) (virtual)

March 7, 2022; UCLA School of Law; Food Litigation: Consumer Protection, Regulation and Class Actions, Guest Lecturer (UCLA School of Law, Los Angeles, California)

**2021**

September 28, 2021; Food and Drug Law Institute Food Advertising, Labeling and Litigation Conference; *r r d r* ; with Sarah Butler (NERA Economic Consulting); Christopher van Gundy (Sheppard, Mullin, Richter Hampton LLP); and Anthony Anscombe (Steptoe ohnson LLP); live webinar

May 25, 2021; American Bar Association 10th Annual Food, Beverage and Supplements CLE Program; *d* ; with Angela Spivey (Alston Bird LLP); Carey Bartell (Conagra); and Ben ilner (Alvarez and Marsal); live webinar

May 10, 2021; *d d* ; with David T. Biderman (Perkins Coie LLP); Lawlines

February 23, 2021, *d r r d* , Guest Lecturer of Professor David Biderman, University of California, Los Angeles School of Law (virtual)

February 22, 2021, *d d* , Guest Lecturer of Professors Melissa einer and Steve Toeniskeotter, Mitchell Hamline School of Law, Minneapolis, Minnesota (virtual)

**2020**

October 30, 2020, *d d d r d r r d* , Co-Moderator with Stefano Dindo; panelists Sarah Brew (Faegre Drinker Biddle Reath LLP); Diego Saluzzo (Grande Stevens Studio Legale); Alicia hite ( hole Foods Market); Simona Musso (LavAzza); Carlos Ramirez (Reese LLP); Union Internationale des Advocats Congress, Guadalajara, Mexico (virtual)

October 15, 2020, *d* **,** Mass Torts Made Perfect, Las Vegas, Nevada (virtual)

September 23, 2020, *r r r r r d rd d r r r d rr r d r r* , FDLI, ashington, D.C. (virtual)

une 2, 2020, *r r d r r d r d rr d r r* NACA ebinar

March 3, 2020, *r r d r* , co-panelist with Chris van Gundy and Rita Mansuryan (both from Sheppard, Mullin, Richter Hampton LLP), 5th Annual Food Law Conference Navigating the Intersection Between Regulation Litigation, San Francisco, California

March 3, 2020 *r r* , moderator of panel David Biderman; Ben Heikali; Angela Spivey; and, Gillian ade, 5th Annual Food Law Conference Navigating the Intersection Between Regulation Litigation, San Francisco, California

March 2, 2020, *d r M r* , co-presenter with Dale Giali, 5th Annual Food Law Conference Navigating the Intersection Between Regulation Litigation, San Francisco, California

February 25, 2020, *d r r* Co-Panelist with ack Fitzgerald and Ani Gulati, Consumer Brands Association Legal Forum (Rancho Mirage, California)

**2019**

November 19-20, 2019, Food Law Litigation Conference, Chairperson, Cambridge Food Law Litigation Forum, est Palm Beach, Florida

November 19, 2019 *d r r M d r*, Cambridge Food Law Litigation Forum, est Palm Beach, Florida

September 18, 2019, *d d* , Guest Lecturer of Professor Michael Roberts, University of California, Los Angeles School of Law

une 6-7, 2019 4th *d r r d* , co-host, University of California, Los Angeles

May 1, 2019, *r d r r r d M* , Class Action Roundtable, Napa, California

March 5, 2019, *r d* , Grocery Manufacturers' Association, est Palm Beach, Florida

March 4, 2019, *M r r d* , against erry Blackwell regarding allegedly deceptive glucosamine food supplements, Grocery Manufacturers' Association, est Palm Beach, Florida

anuary 11, 2019, *r d r* , Bridgeport Class Action Conference, Costa Mesa, California

anuary May, 2019, *d r r* , Brooklyn Law School (with co-professor Mitchell Breit), Brooklyn, New York

**2018**

- November 2, 2018, *r d d* , UIA oint Food Law and Biotech Commissions, 62nd UIA Congress, Porto, Portugal

- October 17, 2018, *r M* isconsin Public Radio, The Morning Show with host ohn Munson, radio program

- October 16, 2018, , Perrin Conference, Chicago, Illinois

- October 12, 2018, *r r rd r M d d*, agner Food Policy Alliance, New York University, Puck Building, New York, New York

- April 19-20, 2018, *r d r* , Co-Host of Conference; Panelist on *d* ; Moderator of Panel (Charles Sipos and Melissa einer) *r d d r* , Denver, Colorado

- April 17, 2018, *M d d d d r d r d* , American Bar Association, webinar

- April 13, 2018, *r r d* Class Action Roundtable, Rancho Palos Verde, California

- February 18, 2018, *d d* , Guest Lecturer of Professor Hannah Chamoine, Columbia Law School, New York, New York

- anuary-May, 2018 (Spring Semester) *d* , Brooklyn Law School (with co-professor Valerie Madamba), Brooklyn, New York

**2017**

- December 8, 2017, *d d* American Bar Association Brown Bag Presentation teleconference presentation

- November 8, 2017, *r r d d r d* , CLE International, Los Angeles, California

- October 28, 2017, *d r d r d r* , Union Internationale des Advocts ("UIA") 61st Annual Congress, Toronto, Canada

- October 25, 2017, *d* , *Moderator,* Perrin Conference, Chicago, Illinois

- September-December, 2017 (Fall Semester) *d r r* , Brooklyn Law School (with co-professor Mitchell Breit), Brooklyn, New York

- May 16, 2017, *d* , Lawlines (with Maia ats of CSPI), live-filmed production, New York, New York

- May 11-12, 2017, *r d r* , Co-Host of Conference; Panelist on *d r M r* ; Moderator of Panel (Tim Blood; arin Moore- GMA; Ani Gulati General Mills; Michael acobson CSPI) *r d d M d* , Austin, Texas

- May 9, 2017 *r d d rd d r r* , Plaintiffs' Class Action Forum, Carefree, Arizona

- April 20, 2017, *r d* (Panel with New York Assistant Attorney General Ellen Fried and Pace Law School Professor Margot Pollans), Cardozo Law School, New York, New York

- April 17, 2017 *d d* , Guest Lecturer of Professor Hannah Chamoine, Columbia Law School, New York, New York

- anuary 24 April 24, 2017 (Spring Semester) *d r r* , Brooklyn Law School, Brooklyn, New York

**2016**

- October 18, 2016, *d* , Perrin Conference, New York Athletic Club, New York, New York

- September 15, 2016, *d d r d r* , FDLI, ashington, D.C.

- uly 13, 2016 - *d d r d r d d r r d r d M r* , Strafford ebinar (with David Biderman of Perkins Coie LLP)

- une 9, 2016 Union Internationale Advocats ("UIA"), *d d* , Verona, Italy

- May 24, 2016 *r d r r* , National Association of Consumer Advocates, ebinar

- April 28, 2016 , Plaintiffs' Class Action Forum, est Palm Beach, Florida

- April 18, 2016 *d d* , Guest Professor of Professor Hannah Chamoine, Columbia Law School, New York, New York

- March 28, 2016 *d* Brooklyn Law School, Brooklyn, New York

- March 17, 2016 *d* , International CLE, ashington, D.C.

- February 24, 2016 , *r r d* , Grocery Manufacturers Association Annual Legal Conference, Rancho Mirage, California

- anuary 25 April 26, 2016 (Spring Semester) *d r r* , Brooklyn Law School, Brooklyn, New York

**2015**

- December 8, 2015 - Panelist (with Maia ats of CSPI and Professor Laura Murphy) on panel moderated by Nicole Foster, Health and Human Services, American Bar Association, Health Law Section, *r d d d* , ashington, D.C.

- December 2, 2015 - Co-Moderator with Laura Murphy, Vermont School of Law Professor, *rd r r r* , American Bar Association, Health Law Section, Twitter Discussion

- November 10, 2015 - , Perrin Annual Food Law Conference, Challenges Facing the Food Beverage Industry in Complex Litigation, ashington, D.C.

- September 24, 2015 - *d r d r d* Food and Drug Law Institute Food Advertising and Litigation, Chicago, Illinois

- une 16, 2015 - *d d r* ?, Moderator, California Bar Litigation Section - Food Law Committee; (Charles Sipos; Professor Marsha Garrison; Melissa olchansky; Leslie Brueckner, Public ustice)**(teleconference)**

- April 23, 2015 - *r* **,** Plaintiff's Class Action Forum, Rancho Palos Verde, California

- April 13, 2015 - " *d r r r* Guest Speaker of Professor Marsha Garrison, Food Law, Brooklyn Law School, Brooklyn, New York

- February 24, 2015 - *r d* , Speaker with Richard Cleland of the Federal Trade Commission, Food and Drug Litigation Institute, ashington, D.C.

**2014**

- September-December 2014 (Fall Semester) *d r r* , Brooklyn Law School, Brooklyn, New York

- une 16, 2014, *d r* , Practicing Law Institute, New York, New York

- April 11, 2014, *d r d d d r r r* , University of California, Los Angeles, School of Law, Resnick Program for Food Law and Policy, Los Angeles, California

- April 8, 2014, *d d r d r r* , Perrin Conference, Chicago, Illinois

- April 3, 2014, *r d r r d* , Plaintiffs' Class Action Forum, San Diego, California

**2013**

- November 6, 2013, *d d r , r r d d* , Food and Drug Litigation Institute, New York, New York

- April 17, 2013, *r r d r* , Plaintiff's Class Action Forum, Miami, Florida

**2012**

- November 15, 2012, *d d r d r r rd r d d* , Food and Drug Law Institute, New York, New York

- September 6, 2012, *d r r* , Stratford Publications ebinar New York, New York (webinar)

- anuary 24, 2012 - *d r d r* , ***M r r*** , Food and Drug Law Institute, ashington, D.C.

**2011**

- November 22, 2011 - *d r r r r r r d d M d d r* , Strafford Publications, New York, New York (webinar)

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Reese, Michael R.
**“** *d d r d r* ”, *Food Law*, Vol. 2, no. 1, Illinois State Bar, December 2021

Reese, Michael R.
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**ORGANIZATIONS AND AFFILIATIONS**

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