

AUNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

<p>DENIS MARC AUDET, MICHAEL PFEIFFER, and DEAN ALLEN SHINNERS, Individually and on Behalf of All Others Similarly Situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">vs.</p> <p>STUART A. FRASER, GAW MINERS, LLC, and ZENMINER, LLC, (d/b/a ZEN CLOUD),</p> <p style="text-align: center;">Defendants.</p>	<p>Case 3:16-cv-00940</p> <p>Hon. Michael P. Shea Courtroom 2</p> <p>ECF Case</p> <p><u>CLASS ACTION</u></p> <p>August 13, 2019</p> <p>JOINT MOTION TO APPROVE FORM AND MANNER OF NOTICE</p>
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I.
Introduction

Plaintiffs Denis Marc Audet, Michael Pfeiffer, and Dean Allen Shinners (“plaintiffs”) and Defendant Stuart A. Fraser (“Fraser”) jointly submit for this Court’s approval the attached proposed long- and short-form notices as well as a plan to distribute them pursuant to the Court’s Order dated July 19, 2019 (Dkt. 150), and respectfully request that the Court schedule a telephone conference to address the remaining disputes between the parties as to the content of the notices.¹

On July 8, 2019, the Court entered an order (Dkt. 144) certifying the following class in this action:

All persons or entities who, between August 1, 2014, and January 19, 2015, (1) purchased Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC; or (2) acquired Hashlets, Hashpoints, HashStakers,

¹ Fraser continues to believe that class certification is inappropriate in this case, and reserves his right to seek to decertify the class and to challenge the Court’s class certification decision on appeal.

or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC, by converting, upgrading, or exchanging other products sold by GAW Miners, LLC and/or ZenMiner, LLC. Excluded from the Class are any defendants, any parent, subsidiary, affiliate, or employee of any defendant, any co-conspirator, and any governmental agency.

On July 19, 2019, the Court entered an order directing the parties to file jointly a proposed form of notice and plan for distributing the notice to the class members. (Dkt. 150.) The parties exchanged drafts and comments on proposed long- and short-form notices. Plaintiffs seek approval of the long- and short-form notices attached to this motion as exhibits A and B and the plan described in the declaration of Cameron R. Azari attached as exhibit C.

The parties substantially agree on the content of the notices, but have two remaining disputes regarding the language of the notices. The parties' respective positions are described below. Fraser does not oppose plaintiffs' proposed distribution plan.

II. Argument

Class Members of a Rule 23(b)(3) class must receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” FRCP 23(c)(2)(B). The “best notice that is practicable” standard applies to both the form and manner of notice. *See* William R. Rubenstein, 3 Newberg on Class Actions § 8:5 (5th ed.).

A. Form of notice.

Plaintiffs propose two forms of notice: a short-form notice that notice administrator Epiq will email directly to class members, and a long-form notice that

will appear on a website maintained by Epiq. *See* Ex. A & B.² The parties agree that class notice should supply all “information that a reasonable person would consider to be material in making an informed, intelligent decision of whether to opt out or remain a member of the class.” *Achtman v. Kirby, McJerney & Squire, LLP*, 464 F.3d 328, 338 (2d Cir. 2006) (citation and internal quotation marks omitted). That includes “all rights and obligations if they elect to remain class members.” *Macarz v. Transworld Sys., Inc.*, 201 F.R.D. 54, 57 (D. Conn. 2001), *on reconsideration* (May 11, 2001). The parties have two disagreements about the language of the notices:

1. The parties’ dispute over including language regarding depositions.

The parties disagree as to whether the long-form notice should include the following sentence: “If you choose to remain in the Class, you may be required to offer testimony under oath at a deposition regarding your transactions involving the Companies.” The sentence is included in brackets in the attached long-form notice.

a. Fraser’s position.

Fraser’s position is that (a) such a statement accurately conveys an obligation that individuals may have if they elect to remain members of the class (see the Court’s order dated July 19, 2019 (Dkt. 150)), and (b) potential class members therefore have the right to know that they may be deposed. *See, e.g., Markham v. White*, No. 95 C 2065, 1999 WL 1072647, at *8 (N.D. Ill. Sept. 9, 1999) (requiring amendment to the Plaintiffs’ proposed notice to insert language about possible deposition obligations). Plaintiffs’ contention that the statement is misleading because each class member’s

² Exhibit A and B include bracketed language that reflects the parties’ respective positions over the language of the notices. Fraser’s position is in blue. Plaintiffs’ position is in purple.

chance of being deposed is “remote” hinges on the unsupported assumption that the class contains thousands of members. Moreover, despite Plaintiffs’ contention to the contrary, the proposed sentence is not designed to encourage class members to opt out, as demonstrated in part by the fact that it is included only in the long-form notice, for class members who wish to read the “fine print.”

b. Plaintiffs’ position.

Plaintiffs’ position is that Fraser’s language would encourage class members to opt-out to avoid a potential deposition. “[I]nclusion of any specific notice must be balanced against the possibility that it may operate as a disincentive to join the class.” *McCarthy v. Paine Webber Grp., Inc.*, 164 F.R.D. 309, 312 (D. Conn. 1995). Here, the Court is permitting depositions of only ten members and only from a subset of 173 members of the class. The chances of any more class members being subject to a deposition is so remote that Fraser’s proposed language is materially misleading given the limitations the Court has already imposed. Rather than advising class members of their obligations, the statement is designed to encourage them to opt-out.

Fraser’s contrary arguments fail. First, Fraser says there is no evidence that the class consists of thousands of individuals. Wrong. The SEC alleged that the Companies sold Hashlets alone to over 10,000 investors. *See SEC v. Garza et al.*, No. 3:15-cv-01760, (D. Conn.) Dkt. 1 at ¶ 2. And numerous company records discussed in plaintiffs’ motion for class certification—including the hundreds of thousands of email addresses that form the basis for plaintiffs’ notice plan—indicate that the class is sizeable. Second, Fraser’s argument that his proposed language is not meant to

encourage class members to opt out because it will only appear in the long-form notice obviously fails. If Fraser did not believe class members would read the long-form notice, why would he insist on including the language in the first place?

2. The parties' dispute over including language regarding substantiating transactions.

The parties also disagree as to whether both notices should include the word “will” or “may” to describe the likelihood that class members will need to provide proof of their transactions to share in any class recovery.

a. Fraser's position.

Fraser's position is that the notices should say that class members “will” be required to show proof of their transactions at a later time because there is no circumstance in which class members would not need to prove their transactions to share in any class recovery.

As this Court has already held, “the Court will need to determine the loss suffered by each member of the class” in the event Plaintiffs prove liability. (Dkt. 141 at 33.) It is impossible for the Court to do so without each class member providing some proof of their individual transactions. Although Plaintiffs contend that it might be possible to calculate damages entirely based on records from the Companies, there are no records from the Companies from which it is possible to assess the total value received by each purchaser in exchange for the products purchased from GAW Miners, LLC, or ZenMiner, LLC, as this court is aware. Therefore, even if the records from the Companies were otherwise sufficient (which they are not), it would be

impossible for Plaintiffs to calculate damages entirely based on records from the Companies.

Furthermore, even if this Court were to permit class members to use claim forms alone to substantiate their losses (which would be insufficient), those claim forms would still be subject to challenges by Fraser, which would require individual class members to provide supporting documentation or otherwise prove their transactions. *See Mullins v. Direct Digital, LLC*, 795 F.3d 654, 669-70 (7th Cir. 2015) (explaining that self-identifying affidavits must be subject to verification procedures to protect the defendant's due process rights).

b. Plaintiffs' position.

Plaintiffs' position is that class members will not necessarily need to submit documentation to verify their transactions. The Court may permit plaintiffs to use claim forms to substantiate their losses. *Mullins v. Direct Digital, LLC*, 795 F.3d 654, 669 (7th Cir. 2015). Plaintiffs also may be able to calculate damages entirely based on records from the Companies. In either case, there would be no need for class members to submit any substantiating documentation. Given either possibility, it is appropriate to state merely that class members "may" need to substantiate their losses.

Fraser argues that there are no records from the Companies that allow for calculation of damages. There has been no such finding. The Court explicitly left open the possibility of using the Companies' records to calculate damages in its class certification order. Dkt. 141 at 28-30. Fraser's argument that he is entitled to

challenge claim forms provided by plaintiffs is also speculative and premature such that Fraser's proposed language is inaccurate. Before Fraser could challenge a claim, he would need some factual basis for doing so. It is simply too early to know whether such a factual basis will ever arise. And there is no guarantee the Court will require class members to submit claim forms at all. Given the stage of the litigation, informing class members only that they "may" need to submit documentation is proper.

3. The forms of notice provide all information required by FRCP 23(c)(2)(B).

Aside from the disputes outlined above, the parties agree that the proposed notices are appropriate because they otherwise present all information required by FRCP 23(c)(2)(B) "clearly and concisely . . . in plain, easily understood language." The long-form notice satisfies each of the explicit requirements of FRCP 23(c)(2)(B):

"(i) the nature of the action;"

- See Ex. A, para. 1.

"(ii) the definition of the class certified;"

- See Ex. A, intro. & paras. 2 & 9.

"(iii) the class claims, issues, or defenses;"

- See Ex. A, paras. 1-4.

"(iv) that a class member may enter an appearance through an attorney if the member so desires"

- See Ex. A, para. 10.

“(v) that the court will exclude from the class any member who requests exclusions;”

- See Ex. A, para. 9

“(vi) the time and manner for requesting exclusion;”

- See Ex. A, paras. 12-14.

“(vii) the binding effect of a class judgment on members under Rule 23(c)(3).”

- See Ex. A, para. 10.

B. Manner of notice.

Fraser does not object to Plaintiffs’ proposed manner of notice, which would operate as follows. Plaintiffs retained Epiq Class Actions & Claims Solutions, Inc. (“Epiq”) as notice administrator. Plaintiffs will provide Epiq with email addresses they have for potential class members. Plaintiffs have email addresses from class members from the ZenCloud and Paybase databases, records from PayPal and Stripe, records from Shopify (the online “shopping cart” used by GAW), and email addresses collected by Mr. Shinnars.

As explained in Azari’s declaration, Epiq will transmit notice to class members via email. Ex. C at ¶ 11. Epiq will design the emails to minimize the likelihood of an internet service provider or spam filter blocking the email. *Id.* The email will direct class members to a website that contains the long-form notice and other information about the case. *Id.* at ¶¶ 12, 19. The website will include a toll-free number class members can call to obtain information about the case. *Id.* at ¶ 20.

Epiq will also launch an online publication campaign to provide indirect notice to class members. *Id.* at ¶¶ 14-17. The advertising campaign will consist of banner ads on cryptocurrency-related websites, blogs, and news outlets. *Id.* at ¶¶ 14-15. Ads will also appear to individuals who have searched for cryptocurrency related information. *Id.* at ¶ 14. The banner ads will direct class members to the website hosting the long-form notice. *Id.* at ¶ 16. The campaign will also include sponsored search listings on Google, Yahoo!, and Bing. *Id.* at ¶ 17.

Finally, Epiq will transmit an informational release about the class certification to traditional and online media outlets. *Id.* at ¶ 18. The releases could result in additional publicity of the class certification if media outlets choose to write stories. *Id.*

Based on Plaintiffs' discussions with Epiq, Plaintiffs understand that it will take approximately 30 days after Court approval to implement the notice plan. In other words, Plaintiffs propose to transmit the emails and implement the publication campaign within 30 days of court approval of the plan. Plaintiffs further propose a 45-day opt-out period. Fraser does not object to this timeframe.

This proposed plan is the best practicable method and the Court should approve it. In 2018, FRCP 23(c)(2) was amended to "recognize contemporary methods of giving notice to class members." *See* FRCP 23, Adv. Comm. Notes. FRCP 23(c)(2)(B) explicitly authorizes notice by "electronic means." Notice by email is appropriate in this case because class members needed to use the internet to obtain the securities at issue in this case. Even prior to the 2018 amendments, courts permitted email-only notice when it was clear class members were comfortable with the internet. *See Browning v. Yahoo!*

Inc., 2006 WL 3826714, at *8 (N.D. Cal. Dec. 27, 2006) (“allegations arise from [class members] visits to Defendants' Internet websites, demonstrating that the Settlement Class Members are familiar and comfortable with email and the Internet.”). Class members in this case are necessarily familiar with the internet.

The plan is especially appropriate because it includes notice by publication in addition to direct notice by email. *See, e.g., In re Pool Prods. Distribution Mkt. Antitrust Litig.*, 2014 WL 7407492, at *17 (E.D. La. Dec. 31, 2014) (approving combined email and publication notice plan). In fact, courts approve notification solely by publication in appropriate circumstances. *E.g., In re Google Referrer Header Privacy Litig.*, 2014 WL 1266091, at *8 (N.D. Cal. Mar. 26, 2014). Advertising online is the best practicable way to conduct a publication campaign given the nature of the case. Major sources of information about cryptocurrency exist online as opposed to in traditional print or broadcast media.

Finally, the 45-day opt-out period is appropriate because Plaintiffs will provide direct notice. Courts frequently conclude that periods as short as thirty days are appropriate. *See In re Marsh & McLennan Co., Inc. Sec. Litig.*, 2009 WL 5178546, at *23 (S.D.N.Y. Dec. 23, 2009).

III. Conclusion

The parties respectfully request that the Court resolve the disputes between them regarding the form of notice and otherwise approve the proposed form and manner of notice.

Respectfully submitted,

By: /s/ Daniel H. Weiner

Daniel H. Weiner (ct12180)
Sarah L. Cave (phv08437)
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004-1482
Tel.: (212) 837-6000
Fax: (212) 422-4726
Email: sarah.cave@hugheshubbard.com

David R. Schaefer (ct04334)
Sean M. Fisher (ct23087)
Brenner, Saltzman & Wallman LLP
271 Whitney Avenue
New Haven, CT 06511
Tel.: (203) 772-2600
Fax: (203) 562-2098
Email: sfisher@bswlaw.com

Counsel for Defendant Stuart A. Fraser

/s/ Colin M. Watterson

Colin M. Watterson (*pro hac vice*)
cwatterson@susmangodfrey.com
Texas Bar No. 2409330
SUSMAN GODFREY L.L.P.
1000 Louisiana Street, Suite 5100
Houston, TX 77002
Tel: (713) 651-9366
Fax: (713) 654-3367

Marc Seltzer (*pro hac vice*)
mseltzer@susmangodfrey.com
California Bar No. 54534
Kathryn Hoek (*pro hac vice*)
khoek@susmangodfrey.com
California Bar No. 219247
SUSMAN GODFREY L.L.P.
1901 Avenue of the Stars, Suite 950
Los Angeles, CA 90067
Tel: (310) 789-3100
Fax: (310) 789-3150

Seth Ard (*pro hac vice*)
sard@susmangodfrey.com
New York Bar No. 4773982
SUSMAN GODFREY L.L.P.
1301 Avenue of the Americas, 32nd
Floor
New York, NY 10019-6022
Tel: (212) 336-8330
Fax: (212) 336-8340

Edgar Sargent (*pro hac vice*)
esargent@susmangodfrey.com
Washington Bar No. 28283
Susman Godfrey L.L.P.
1201 Third Avenue, Suite 3800
Tel: (202) 516-3880
Fax: (310) 789-3150

Mark P. Kindall (ct13797)
mkindall@ikrlaw.com
Robert A. IZARD
rizard@ikrlaw.com
IZARD, KINDALL & RAABE, LLP
29 S. Main St., Suite 305
West Hartford, CT 06107
Tel: (860) 493-6292
Fax: (860) 493-6290

Counsel for Plaintiffs

Certificate of Service

I hereby certify that on August 13, 2019, I served the foregoing via
electronic mail on the following:

Daniel H. Weiner
Sarah L. Cave
Hughes Hubbard & Reed LLP
One Battery Park Plaza
New York, NY 10004-1482

Sean M. Fisher (ct23087)
Brenner, Saltzman & Wallman LLP
271 Whitney Avenue
New Haven, CT 06511

/s/ Colin M. Watterson
Colin M. Watterson

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT
AUDET, et al. v. GARZA, et al.
No. 3:16-cv-0940 (MPS)**

NOTICE OF PENDENCY OF CLASS ACTION

To: All persons or entities who, between August 1, 2014 and January 19, 2015, (1) purchased Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC; or (2) acquired Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC, by converting, upgrading, or exchanging other products sold by GAW Miners, LLC and/or ZenMiner, LLC.

A federal court has authorized this notice. This is not a solicitation from a lawyer. This Notice is to inform you of a class action lawsuit that is now pending in the United States District Court for the District of Connecticut (the “Court”) under the above caption (the “Action”) alleging that GAW Miners, LLC and ZenMiner, LLC committed violations of Section 10(b) of the Securities Exchange Act of 1934 and Securities and Exchange Commission Rule 10b-5 promulgated thereunder; violations of Sections 36b-29(a)(1) and (2) of the Connecticut Uniform Securities Act; and common law fraud. The Action separately alleges that Stuart A. Fraser committed violations of Section 20(a) of the Securities Exchange Act of 1934 and Sections 36b-29(a)(2) and 36b-29(c) of the Connecticut Uniform Securities Act.

The defendants include GAW Miners, LLC and ZenMiner, LLC (the “Companies”) and Stuart A. Fraser, (together with the Companies, “Defendants”). Plaintiffs named Homero Joshua Garza as a defendant in the initial complaint but dismissed him from the Action as part of an agreement to cooperate with Plaintiffs. Defendants GAW Miners, LLC and ZenMiner, LLC have defaulted. The sole remaining defendant, Mr. Fraser, has denied the claims and maintains that he is not liable for the claims alleged against him. Excluded from the Class certified by the Court are any defendants, any parent, subsidiary, affiliate, or employee of any defendant, any co-conspirator, and any governmental agency.

Plaintiffs allege, among other things, that the Companies made false and misleading statements to potential investors about defendants’ virtual currency mining operations. Plaintiffs allege that the Companies sold a progressive array of products and investment contracts to investors that they claimed would yield profits from mining or otherwise investing in virtual currency. Plaintiffs allege that, because the Companies sold far more computing power than they owned and dedicated to virtual currency mining, the Companies owed investors a return larger than any actual return the Companies were making on their limited mining operations.

Plaintiffs allege that Mr. Fraser materially assisted the Companies and exercised control over them such that he is liable for any injuries caused by the misconduct allegedly perpetrated by the Companies described above. Mr. Fraser denies all allegations against him.

AT THIS TIME THERE HAS BEEN NO DETERMINATION THAT MR. FRASER IS LIABLE FOR ANY OF THE CONDUCT ALLEGED.

YOU ARE HEREBY NOTIFIED of the pendency of the Action as a class action. This Notice is directed to you because you may be a member of the Class whose rights might be affected by this Action. If you are uncertain whether you are a member of the Class, contact Class Counsel, the Notice Administrator or consult your own attorney.

A class action is a type of lawsuit in which one or several individuals or entities prosecute claims on behalf of all members of a group of similarly-situated persons and entities to obtain monetary or other relief for the benefit of the entire group, known as a class. Class actions are used to decide legal and factual issues that are common to all members of a class.

By Order dated July 8, 2019, the Court certified the class as defined in bold above. The Court also appointed Plaintiffs Denis Marc Audet, Michael Pfeiffer and Dean Allen Shinnars as class representatives and Susman Godfrey L.L.P. and Izard, Kindall & Raabe, LLP as Class Counsel. The Court has not yet set a trial date.

YOUR RIGHTS AS A CLASS MEMBER: If, between August 1, 2014, and January 19, 2015, you (1) purchased Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC; or (2) acquired Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC, by converting, upgrading, or exchanging other products sold by the GAW Miners, LLC and/or ZenMiner, LLC, you may be a member of the Class. If you choose to remain a member of the Class, you do not need to do anything at this time. You will automatically be included in the Class unless you request exclusion in accordance with the procedure set forth below. If you choose to exclude yourself from the class, you must notify the Notice Administrator as described below. Your decision is important for the following reasons:

If you choose to remain in the Class, you will be bound by all orders and judgments in this Action, whether favorable or unfavorable to you. If the Class prevails on the common issues, or if a settlement is reached, you may be able to recover an award. However, if Mr. Fraser prevails, you may not pursue a lawsuit against him on your own behalf with regard to any of the issues decided in this Action. Your interests are being represented by the representatives of the Class and Class Counsel. You will not be personally responsible for attorneys' fees or costs unless you hire your own individual attorney. Class Counsel has agreed to represent the Class on a contingent fee basis, which means that it will be awarded fees and costs only if it succeeds in obtaining a recovery from defendants. Any attorneys' fees will be awarded by this Court from the settlement or judgment, if any, obtained on behalf of the Class. You may remain a member of the Class and elect to be represented by counsel of your own choosing. If you retain separate counsel, you will be responsible for that counsel's fees and expenses and such counsel must enter an appearance on your behalf by filing a Notice of Appearance with the Court and mailing it to Class Counsel at the address set forth below on or before **[45 days after transmittal of notice]**. [[Fraser's proposed language: "If you choose to remain in the Class, you may be required to offer testimony under oath at a deposition regarding your transactions involving the Companies."](#); [plaintiffs oppose that addition](#)].

If the lawsuit is eventually resolved (either through judgment or settlement), and if you wish to share in any Class recovery, you will be required to prove your membership in the Class with evidence, among other things, that, between August 1, 2014 and January 19, 2015, you (1) purchased Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC; or (2) acquired Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC, by converting, upgrading, or exchanging other products sold by GAW Miners, LLC and/or ZenMiner, LLC. [[Fraser's proposed language: If you wish to share in any class recovery, you will . . .](#)"]; [plaintiffs' proposed language: "You may . . ."](#)] also be required to submit information substantiating any losses you suffered. In addition, Mr. Fraser may seek to prove that you had knowledge of the defendants' alleged misrepresentations or omissions.

If you choose to be excluded from the Class, you will not be bound by any judgment in this Action, nor will you be eligible to share in any recovery that might be obtained in this Action. Should you choose to be excluded, or in other words, opt out of the Action, you may individually pursue any legal rights that you may have against any of the defendants.

HOW TO BE EXCLUDED FROM THE CLASS: If you fall within the Class definition and are not otherwise excluded, you will automatically be considered a member of the Class unless you request exclusion. Anyone may request not to be bound by these proceedings. To exclude yourself from the Class, you must send a signed letter by email or mail stating that you “request exclusion” from the Class in “*Audet, et al. v. Garza, et al.* No. 3:16-cv-0940.” Be sure to include your name, address, email address, telephone number and the signature of the person or entity requesting exclusion or an authorized representative. If possible, please also provide the transactional details of (1) the Hashlets, Hashpoints, HashStakers, or Paycoin you purchased from GAW Miners, LLC and/or ZenMiner, LLC; and/or (2) the Hashlets, Hashpoints, HashStakers, or Paycoin you acquired from GAW Miners, LLC and/or ZenMiner, LLC, by converting, upgrading, or exchanging other products sold by the GAW Miners, LLC and/or ZenMiner, LLC.

You must email your exclusion request to ____ by [DATE], or mail your exclusion request, postmarked no later than _____, to: *Audet, et al. v. Garza, et al.*, Notice Administrator, c/o Epiq, P.O. Box _____, Portland, OR _____.

CLASS COUNSEL: Class Counsel are Susman Godfrey L.L.P and Izard, Kindall & Raabe, LLP.

IF YOU WISH TO REMAIN IN THE CLASS, PLEASE KEEP YOUR CONTACT INFORMATION CURRENT: To assist the Court and the parties in maintaining an accurate list of Class Members, please update your name and contact information. To update this information, please email the Notice Administrator at _____. If you prefer that future communications be sent to you at a different email address, you should immediately contact the Notice Administrator and provide them with your preferred email address. If the Notice Administrator does not have your best and current email address, you may not receive notice of important developments in this Action, or information about any settlements obtained for the benefit of the Class.

WHERE YOU CAN FIND ADDITIONAL INFORMATION: This Notice provides only a summary of the lawsuit and the claims asserted by Plaintiffs. For more detailed information, you may contact the Notice Administrator at _____ or by email _____, or visit the class action website, www._____.com, where you may view and download additional documents including the First Amended Complaint (ECF No. 57) and Order Ruling on Class Certification (ECF No. 141). **PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION OR ADVICE.**

Dated: _____, 2019
COURT

Court

Connecticut

BY ORDER OF THE

United States District

for the District of

EXHIBIT B

If you purchased or acquired Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC, a class action lawsuit may affect your rights.

What is the lawsuit about? Plaintiffs allege that GAW Miners, LLC and ZenMiner, LLC made false and misleading statements to potential investors about their virtual currency mining operations. Plaintiffs allege that GAW Miners, LLC and ZenMiner, LLC sold a progressive array of products and investment contracts to investors that GAW Miners, LLC and ZenMiner, LLC claimed would yield profits from mining or otherwise investing in virtual currency. Plaintiffs allege that, because GAW Miners, LLC and ZenMiner, LLC sold far more computing power than they owned and dedicated to virtual currency mining, GAW Miners, LLC and ZenMiner, LLC owed investors a return larger than any actual return GAW Miners, LLC and ZenMiner, LLC were making on their limited mining operations.

GAW Miners, LLC and ZenMiner, LLC have defaulted and the sole remaining defendant is Stuart A. Fraser. Plaintiffs allege, among other things, that Mr. Fraser assisted the other defendants and exercised control over them such that he is liable for any injuries caused by the misconduct allegedly perpetrated by GAW Miners, LLC and ZenMiner, LLC described above. Mr. Fraser denies all allegations against him. **The Court has not decided that Mr. Fraser is liable.**

The Class includes all persons or entities who, between August 1, 2014, and January 19, 2015, (1) purchased Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC; or (2) acquired Hashlets, Hashpoints, HashStakers, or Paycoin from GAW Miners, LLC and/or ZenMiner, LLC, by converting, upgrading, or exchanging other products sold by GAW Miners, LLC and/or ZenMiner, LLC. Excluded from the Class certified by the Court are any defendants, any parent, subsidiary, affiliate, or employee of any defendant, any co-conspirator, and any governmental agency.

What are your options? If you are a Class Member, you must choose whether to stay in the Class. If you stay in the Class, and money or benefits are obtained for the Class, you will be notified about how you can share in any benefits for which you may be eligible. If you stay in the Class, however, you will be bound by all orders and judgments of the Court, whether favorable to you or not, and you won't be able to sue the defendants for the claims at issue in this case. If you want to stay in the Class, you do not have to do anything now, but you [[Fraser's proposed language: "will"](#); [plaintiffs' proposed language: "may"](#)] be required to show proof of your transactions at a later time [[Fraser's proposed language: "to share in any class recovery"](#); [plaintiffs oppose this addition](#)]. If you stay in the Class, you may (but do not have to) enter an appearance in the Court through your own counsel.

If you would like to exclude yourself from the lawsuit, you must send an email to ___ by [DATE] or letter to ___ by [DATE] asking to be excluded. Instructions for making this request can be found at the website or by calling the toll-free number below. If you request exclusion, you cannot get any money or benefits from this lawsuit, but you will also not be bound by any orders or judgments in this case that may be unfavorable to you. Detailed information is available at the website and toll-free number listed below.

www. _____ .com

[toll-free number] _____

EXHIBIT C

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

DENIS MARC AUDET, *et al.*

Plaintiffs,

v.

STUART A. FRASER, GAW MINERS,
LLC, and ZENMIRE, LLC,

Defendants.

Case No. 3:16-cv-0940 (MPS)

I, CAMERON R. AZARI, ESQ., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I am over the age of twenty-one and 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 a legal notice expert in dozens of federal and state cases involving class action notice plans.
3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. (“Epiq”).
4. Hilsoft has been involved with some of the most complex and significant notices and notice programs in recent history. With experience in more than 400 cases, including more than 35 MDLs, notices prepared by Hilsoft have appeared in 53 languages with distribution in almost every country, territory and dependency in the world. Judges, including in published decisions, have recognized and approved numerous notice plans developed by Hilsoft, which decisions have always withstood collateral reviews by other courts and appellate challenges.

5. Comments as to our testimony, and opinions on the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.

6. In forming my expert opinions, my staff and I draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, receiving 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 Hilsoft Notifications since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs since that time. Prior to assuming my current role with Hilsoft Notifications, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have 19 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. I have been directly and personally responsible for designing all of the notice planning here, including analysis of the individual notice options and the media audience data and determining the most effective mixture of media required to reach the greatest practicable number of Class members.

7. This declaration will detail Class Certification Notice Plan ("Notice Plan" or "Plan") as designed by Hilsoft Notifications and proposed here for the certified Class in *Audet et al. v. Garza et al*, Case No. 3:16-cv-00940-MPS (D. Conn.). We developed the Notice Plan based on our extensive prior experience and research into the notice issues in this case.

NOTICE PLANNING METHODOLOGY

8. Rule 23 directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”¹ The proposed notice effort here satisfies this direction. For any Class Members who are identified from records provided to Epiq, notice will be sent via email. It is my understanding that approximately 250,000 email addresses exist for potential Class Members. In addition to individual notice via email, the Notice Plan includes banner notice advertising on selected advertising networks that potential Class Members may visit regularly. The Banner Notices will link directly to the case website, thereby allowing visitors easy access to relevant information and documents. In addition, sponsored search, an informational release and a case website will provide additional notice to potential Class Members.

NOTICE PLAN DETAIL

9. It is my understanding that the Court has certified the following Class:

All persons or entities who, between August 1, 2014 and January 19, 2015, (1) purchased Hashlets, Hashpoints, HashStakers, or Paycoin; or (2) acquired Hashlets, Hashpoints, HashStakers, or Paycoin by converting, upgrading, or exchanging other products sold by the Companies. Excluded from the Class are any defendants, any parent, subsidiary, affiliate, or employee of any defendant, any co-conspirator, and any governmental agency.

10. To guide the selection of supplemental media in reaching Class Members for whom individual notice cannot be delivered, the Notice Plan includes various online specialty targeted media.

Individual Notice

11. Notice will be sent via email to all potential Class Members for whom a facially valid email address is available. The Summary Email Notice will be created using an embedded html text

¹ FRCP 23(c)(2)(B).

format. This format will provide easy to read text without graphics, tables, images and other elements that will increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Summary Email Notice will be transmitted with a unique message identifier. If the receiving email server cannot deliver the message, a “bounce code” will be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message was undeliverable, at least two additional attempts will be made to deliver the Notice by email.

12. The Summary Email Notice will prominently feature the website address of the case website. By accessing the website, recipients will be able to easily access the Certification Notice, Complaint, a list of Frequently Asked Questions and other information about the lawsuit. Visitors to the website will also be able to leave an email address if they wish to be contacted in the future about developments in the lawsuit.

Media Notice Plan
Internet Banner Notices

13. Internet advertising has become a standard component in legal notice programs. The Internet has proven to be an efficient and cost-effective method to target and provide measurable reach of persons covered by a class action. According to GfK MRI syndicated research, over 86.3% of adults 18+ are online. Accordingly, we will run banner ads on websites where Class Members may visit regularly, and utilize networks based on cost efficiency, timing, and their contribution to the overall reach of the target. Banner advertisements are image-based graphic displays available on desktops and mobile devices. These ads are used in legal noticing to notify people of a case that is relevant to them. The text of the banner advertisements will allow users to identify themselves as potential class members and directly link them to the case website for more information.

14. To further the reach of the Notice Plan to potential Class Members, the Notice Plan includes Banner Notices in various sizes, including 728x90 pixels, 300x600 pixels, and 250x300 pixels, which will be placed on the *Google Display Network*. Banner ads will be targeted on the *Google Display Network* to both a “cryptocurrency” Affinity Audience (meaning banners will be placed on websites, blogs, and news outlets focused on topics surrounding cryptocurrencies, trading exchanges, and investing) as well as a “cryptocurrency” Intent Audience (in which the banners will be targeted to individuals who have actively searched for information on the subject).

15. Banner Notices will be placed online as detailed in the chart below.

Digital	Targeting	Ad Unit	Impressions
<i>CoinDesk.com</i>	A18+	300x250 & 728x90	150,000
<i>Facebook</i>	Interests include "Cryptocurrency"	Right Hand Column	750,000
<i>Google Display Network</i>	Custom Affinity Audience: "Cryptocurrency"	300x250, 300x600 & 728x90	2,250,000
<i>Google Display Network</i>	Custom Intent Audience: "Cryptocurrency"	300x250, 300x600 & 728x90	2,250,000
<i>Instagram</i>	Interests include "Cryptocurrency"	Newsfeed	750,000
Total			6,150,000

16. Combined, approximately 6.1 million adult impressions will be generated by the Banner Notice, which will run for a 31-day period. Clicking on the Banner Notice will link the reader to the case website where they can obtain information about the lawsuit.

Sponsored Search Listings

17. To facilitate locating the case website, sponsored search listings will be acquired on the three most highly-visited Internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine

visitors search on common keyword relevant to the lawsuit, the sponsored search listing will display either at the top of the page prior to the search results or in the upper right hand column.

Informational Release

18. To build additional reach and extend exposures, a party-neutral Informational Release will be issued to approximately 5,000 general media (print and broadcast) outlets and 4,500 online databases and websites throughout the United States. The Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media. There is no guarantee that any news stories will result, but if they do, potential Class Members will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding. The Informational Release will include the toll free number and case website address.

Case Website

19. A neutral, informational, website with an easy to remember domain name will be established where potential Class Members can obtain additional information and documents including the Certification Notice, Complaint, the Class Certification Order, answers to frequently asked questions and any other information that the Court may require. The website will also include information on how potential Class Members can opt-out of the Class if they choose. The website address will be prominently displayed in all printed notice documents.

Toll-free Telephone Number and Postal Mailing Address

20. A toll-free number will be established. Callers will hear an introductory message. Callers will then have the option to continue to get information about the lawsuit in the form of recorded answers to frequently asked questions. Callers will also have an option to request a Certification Notice by mail and speak to a live agent.

21. A postal mailing address and email address will be provided, allowing Class Members to request additional information or ask questions via these channels.

CONCLUSION

22. 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 program be designed to reach the greatest practicable number of potential Class Members. These requirements will be met in this case.

23. Our notice effort follows the guidance for how to satisfy due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which are: a) to endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do so:


- A. "But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).
- B. "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) citing *Mullane* at 314.

24. The Notice Program will provide the best notice practicable under the circumstances of this case, conforms to all aspects of Federal Rule of Civil Procedure 23, and comports with the guidance for effective notice articulated in the Manual for Complex Litigation 4th Ed.

25. The Notice Plan schedule will afford enough time to provide full and proper notice to Class Members before the opt-out deadline.

26. At the conclusion of the Notice Plan, we will provide a final report verifying its effective implementation.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 9, 2019.



Cameron R. Azari, Esq.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. Hilsoft Notifications (“Hilsoft”) has been retained by defendants and/or plaintiffs for more than 400 cases, including more than 35 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. For more than 24 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 spots, internet banners, mobile banners, and specialized 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 \$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 80% 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 a Notice Program that included extensive data acquisition and mailed notice to notify owners and lessees of specific models of Mercedes-Benz vehicles. The Notice Program designed and implemented by Hilsoft reached approximately 96.5% of all Class Members. ***Callaway v. Mercedes-Benz USA, LLC***, No. 8:14-cv-02011–JVS-DFM (C.D. Cal.).
- 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 effort reached approximately 90.6% of the Settlement Class with direct mail and email, measured newspaper and internet banner ads. ***Vergara, et al., v. Uber Technologies, Inc.*** No. 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 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 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 PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).
- One of the largest claim deadline notice campaigns ever implemented, for BP’s \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that 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.).

- 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. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & 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 case website in eight languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).
- BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***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.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and 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 Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- One of the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.).
- One of the largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments 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.).
- One of the largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- One of the most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Large combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- A comprehensive notice effort in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 18 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*, *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 amendments to 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.

ARTICLES AND PRESENTATIONS

- **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 Alison J. Nathan, *Pantelyat v. Bank of America, N.A., et al.* (January 31, 2019) 16-cv-8964 (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.

Kenneth M. Hoyt, *Al's Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.* (January 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* (January 23, 2019) MDL No. 2817 (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)* (December 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.* (December 16, 2018) 3:12-cv-00660-DRH-SCW (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.* (November 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 v. Interline Brands, Inc.* (October 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* (October 15, 2018) 3:16-cv-05486 (N.D. Cal.):

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

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (September 28, 2018) 1:17-cv-23006-MGC (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.* (September 27, 2018) 5:16-cv-04261-BLF (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.* (August 31, 2018) 3:16-cv-00492-L-WVG (S.D. Cal.):

The Court therefore finds that the Class Notices given to Settlement Class Case 3:16-cv-00492-L-WVG Document 133 Filed 08/31/18 PageID.2484 Page 10 of 17 11 3:16-cv-00492-L-WVG 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 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 DDP (MANx) (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. 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) No. 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) No. 14-cv-7126 (JMF) (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) No. RG16813803 (Cal. Sup. Ct., County of Alameda):

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), No. 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* (April 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* (March 8, 2018) 8:14-cv-02011-JVS-DFM (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.* (March 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)* (February 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* (February 9, 2018) 4:14-cv-04008-SOF (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, *Glasko v. Independent Bank Corporation* (January 11, 2018) 13-009983-CZ:

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.* (December 13, 2017) 13-CV-0703-NRB (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.* (December 1, 2017) 2:16-cv-132 LGW-RSB (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* (November 29, 2017) 9:16-cv-81911-RLR (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.* (November 20, 2017) 9:17-cv-80029-DMM (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.* (November 8, 2017) 2:14-cv-04464-GAM (E.D. Penn.):

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)* (November 1, 2017) MDL No. 2599 (S.D. Fla.):

[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.

Judge Charles R. Breyer, *In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Products Liability Litigation* (May 17, 2017) MDL No. 2672 (N.D. Cal.):

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice "appris[e]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) No. 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* (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (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.* (April 13, 2017) No. 4:12-cv-00664-YGR (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* (December 14, 2016) No. 2:12-cv-02247 (D. Kan.) and ***Gary, LLC v. Deffenbaugh Industries, Inc., et al*** (December 14, 2016) No. 2:13-cv-2634 (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* (December 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.* (November 21, 2016) No. 60CV03-4661 (Ark. Cir.):

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., Checking Account Overdraft Litigation* (October 13, 2016) No. 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* (September 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.* (April 11, 2016) No. 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* (March 22, 2016) No. 4:13-MD-02420-YGR (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(CSS) (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, No. 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 v. Nestle Purina PetCare Company, et al.*, (June 23, 2015) No. 12-cv-2871 (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) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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.*, (December 29, 2014) No. 1:10-cv-10392-RWZ (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, and FIA Card Services, N.A.*, (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (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) No. CGC-12-519221 (Cal. Super. Ct.):

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*, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

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) No. 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*, (April 5, 2013) No. 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*, (February 27, 2013) No. 0:08cv01958 (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.*, (January 28, 2013) No. 3:10-cv-960 (D. Or.):

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)*, (January 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)*, (December 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., (August 17, 2012) No. 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, In re Checking Account Overdraft Litigation (IBERIABANK), (April 26, 2012) 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, (April 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, (March 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*, (December 1, 2011) No. 1:10-CV-00232 (D.D.C.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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) No. 1:09-cv-6655 (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) No. 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.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 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*, (September 2, 2010) No. 2:07-cv-871 (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.*, (October 7, 2009) No. 5:07cv2580 (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*, (September 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.

Judge Lisa F. Chrystal, *Little v. Kia Motors America, Inc.*, (August 27, 2009) No. UNN-L-0800-01 (N.J. Super. Ct.):

The Court finds that the manner and content of the notices for direct mailing and for publication notice, as specified in the Notice Plan (Exhibit 2 to the Affidavit of Lauran R. Schultz), provides the best practicable notice of judgment to members of the Plaintiff Class.

Judge Barbara Crowder, *Dolen v. ABN AMRO Bank N.V.*, (March 23, 2009) No. 01-L-454, 01-L-493 (3rd Jud. Cir. Ill.):

The Court finds that the Notice Plan is the best notice practicable under the circumstances and provides the Eligible Members of the Settlement Class sufficient information to make informed and meaningful decisions regarding their options in this Litigation and the effect of the Settlement on their rights. The Notice Plan further satisfies the requirements of due process and 735 ILCS 5/2-803. That Notice Plan is approved and accepted. This Court further finds that the Notice of Settlement and Claim Form comply with 735 ILCS 5/2-803 and are appropriate as part of the Notice Plan and the Settlement, and thus they are hereby approved and adopted. This Court further finds that no other notice other than that identified in the Notice Plan is reasonably necessary in this Litigation.

Judge Robert W. Gettleman, *In re Trans Union Corp.*, (September 17, 2008) MDL No. 1350 (N.D. Ill.):

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

Judge Steven D. Merryday, *Lockwood v. Certegy Check Services, Inc.*, (September 3, 2008) No. 8:07-cv-1434-T-23TGW (M.D. Fla.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable and constituted the best notice practicable in the circumstances. The notice as given provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions of the Settlement Agreement, and these proceedings to all persons entitled to such notice, and the notice satisfied the requirements of Rule 23, Federal Rules of Civil Procedure, and due process.

Judge William G. Young, *In re TJX Companies*, (September 2, 2008) MDL No. 1838 (D. Mass.):

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

Judge Philip S. Gutierrez, *Shaffer v. Continental Casualty Co.*, (June 11, 2008) SACV-06-2235-PSG (PJWx) (C.D. Cal.):

...was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and met all applicable requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act, the United States Constitution (including the Due Process Clauses), the Rules of the Court, and any other applicable law.

Judge Robert L. Wyatt, *Gunderson v. AIG Claim Services, Inc.*, (May 29, 2008) No. 2004-002417 (14th Jud. D. Ct. La.):

Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...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 Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Mary Anne Mason, *Palace v. DaimlerChrysler Corp.*, (May 29, 2008) No. 01-CH-13168 (Ill. Cir. Ct.):

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois 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 due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

Judge David De Alba, *Ford Explorer Cases*, (May 29, 2008) JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

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

Judge Kirk D. Johnson, *Webb v. Liberty Mutual Ins. Co.*, (March 3, 2008) No. CV-2007-418-3 (Ark. Cir. Ct.):

The Court finds that there was minimal opposition to the settlement. After undertaking an extensive notice campaign to Class members of approximately 10,707 persons, mailed notice reached 92.5% of potential Class members.

Judge Carol Crafton Anthony, *Johnson v. Progressive Casualty Ins. Co.*, (December 6, 2007) No. CV-2003-513 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice reached a large majority of the Class members. The Court finds that such notice constitutes the best notice practicable...The forms of Notice and Notice Plan satisfy all of the requirements of Arkansas law and due process.

Judge Kirk D. Johnson, *Sweeten v. American Empire Insurance Co.*, (August 20, 2007) No. CV-2007-154-3 (Ark. Cir. Ct.):

The Court does find that all notices required by the Court to be given to class members was done within the time allowed and the manner best calculated to give notice and apprise all the interested parties of the litigation. It was done through individual notice, first class mail, through internet website and the toll-free telephone call center...The Court does find that these methods were the best possible methods to advise the class members of the pendency of the action and opportunity to present their objections and finds that these notices do comply with all the provisions of Rule 23 and the Arkansas and United States Constitutions.

Judge Robert Wyatt, *Gunderson v. F.A. Richard & Associates, Inc.*, (July 19, 2007) No. 2004-2417-D (14th Jud. D. Ct. La.):

This is the final Order and Judgment regarding the fairness, reasonableness and adequacy. And I am satisfied in all respects regarding the presentation that's been made to the Court this morning in the Class memberships, the representation, the notice, and all other aspects and I'm signing that Order at this time.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (July 19, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The Court finds that the distribution of the Notice, the publication of the Publication Notice, and the notice methodology...met all applicable requirements of the Federal Rules of Civil Procedure, the United States Constitution, (including the Due Process clause), the Private Securities Litigation Reform Act of 1995 (15 U.S.C. 78u-4, et seq.) (the "PSLRA"), the Rules of the Court, and any other applicable law.

Judge Joe Griffin, *Beasley v. The Reliable Life Insurance Co.*, (March 29, 2007) No. CV-2005-58-1 (Ark. Cir. Ct.):

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair, reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

Judge Lewis A. Kaplan, *In re Parmalat Securities Litigation*, (March 1, 2007) MDL No. 1653-LAK (S.D.N.Y.):

The court approves, as to form and content, the Notice and the Publication Notice, attached hereto as Exhibits 1 and 2, respectively, and finds that the mailing and distribution of the Notice and the publication of the Publication Notice in the manner and the form set forth in Paragraph 6 of this Order...meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Securities Exchange Act of 1934, as amended by Section 21D(a)(7) of the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons and entities entitled thereto.

Judge Anna J. Brown, *Reynolds v. The Hartford Financial Services Group, Inc.*, (February 27, 2007) No. CV-01-1529-BR (D. Or):

[T]he court finds that the Notice Program fairly, fully, accurately, and adequately advised members of the Settlement Class and each Settlement Subclass of all relevant and material information concerning the proposed settlement of this action, their rights under Rule 23 of the Federal Rules of Civil Procedure, and related matters, and afforded the Settlement Class with adequate time and an opportunity to file objections to the Settlement or request exclusion from the Settlement Class. The court finds that the Notice Program constituted the best notice practicable under the circumstances and fully satisfied the requirements of Rule 23 and due process.

Judge Kirk D. Johnson, *Zarebski v. Hartford Insurance Company of the Midwest*, (February 13, 2007) No. CV-2006-409-3 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

Judge Richard J. Holwell, *In re Vivendi Universal, S.A. Securities Litigation*, 2007 WL 1490466, at *34 (S.D.N.Y.):

In response to defendants' manageability concerns, plaintiffs have filed a comprehensive affidavit outlining the effectiveness of its proposed method of providing notice in foreign countries. According to this...the Court is satisfied that plaintiffs intend to provide individual notice to those class members whose names and addresses are ascertainable, and that plaintiffs' proposed form of publication notice, while complex, will prove both manageable and the best means practicable of providing notice.

Judge Samuel Conti, *Ciabattari v. Toyota Motor Sales, U.S.A., Inc.*, (November 17, 2006) No. C-05-04289-SC (N.D. Cal.):

After reviewing the evidence and arguments presented by the parties...the Court finds as follows...The class members were given the best notice practicable under the circumstances, and that such notice meets the requirements of the Due Process Clause of the U.S. Constitution, and all applicable statutes and rules of court.

Judge Ivan L.R. Lemelle, *In re High Sulfur Content Gasoline Prods. Liability Litigation*, (November 8, 2006) MDL No. 1632 (E.D. La.):

This Court approved a carefully-worded Notice Plan, which was developed with the assistance of a nationally-recognized notice expert, Hilsoft Notifications...The Notice Plan for this Class Settlement was consistent with the best practices developed for modern-style "plain English" class notices; the Court and Settling Parties invested substantial effort to ensure notice to persons displaced by the Hurricanes of 2005; and as this Court has already determined, the Notice Plan met the requirements of Rule 23 and constitutional due process.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (November 2, 2006) MDL No. 1539 (D. Md.):

The global aspect of the case raised additional practical and legal complexities, as did the parallel criminal proceedings in another district. The settlement obtained is among the largest cash settlements ever in a securities class action case and represents an estimated 40% recovery of possible provable damages. The notice process appears to have been very successful not only in reaching but also in eliciting claims from a substantial percentage of those eligible for recovery.

Judge Elaine E. Bucklo, *Carnegie v. Household International*, (August 28, 2006) No. 98 C 2178 (N.D. Ill.):

[T]he Notice was disseminated pursuant to a plan consisting of first class mail and publication developed by Plaintiff's notice consultant, Hilsoft Notification[s]...who the Court recognized as experts in the design of notice plans in class actions. The Notice by first-class mail and publication was provided in an adequate and sufficient manner; constitutes the best notice practicable under the circumstances; and satisfies all requirements of Rule 23(e) and due process.

Judge Joe E. Griffin, *Beasley v. Hartford Insurance Company of the Midwest*, (June 13, 2006) No. CV-2005-58-1 (Ark. Cir. Ct.):

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Individual Notice and the Publication Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminarily Approval Order, was the best notice practicable under the circumstances...and the requirements of due process under the Arkansas and United States Constitutions.

Judge Norma L. Shapiro, *First State Orthopedics et al. v. Concentra, Inc., et al.*, (May 1, 2006) No. 2:05-CV-04951-NS (E.D. Pa.):

The Court finds that dissemination of the Mailed Notice, Published Notice and Full Notice in the manner set forth here and in the Settlement Agreement meets the requirements of due process and Pennsylvania law. The Court further finds that the notice is reasonable, and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, is the best practicable notice; and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Lawsuit and of their right to object or to exclude themselves from the proposed settlement.

Judge Thomas M. Hart, *Froeber v. Liberty Mutual Fire Ins. Co.*, (April 19, 2006) No. 00C15234 (Or. Cir. Ct.):

The court has found and now reaffirms that dissemination and publication of the Class Notice in accordance with the terms of the Third Amended Order constitutes the best notice practicable under the circumstances.

Judge Catherine C. Blake, *In re Royal Ahold Securities and "ERISA" Litigation*, (January 6, 2006) MDL No. 1539 (D. Md.):

I think it's remarkable, as I indicated briefly before, given the breadth and scope of the proposed Class, the global nature of the Class, frankly, that again, at least on a preliminary basis, and I will be getting a final report on this, that the Notice Plan that has been proposed seems very well, very well suited, both in terms of its plain language and in terms of its international reach, to do what I hope will be a very thorough and broad-ranging job of reaching as many of the shareholders, whether individual or institutional, as possibly can be done to participate in what I also preliminarily believe to be a fair, adequate and reasonable settlement.

Judge Catherine C. Blake, *In re Royal Ahold Securities & "ERISA" Litigation*, 437 F.Supp.2d 467, 472 (D. Md. 2006):

The court hereby finds that the Notice and Notice Plan described herein and in the Order dated January 9, 2006 provided Class Members with the best notice practicable under the circumstances. The Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement and Plan of Allocation, to all persons entitled to such notice, and the Notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.

Judge Robert H. Wyatt, Jr., *Gray v. New Hampshire Indemnity Co., Inc.*, (December 19, 2005) No. CV-2002-952-2-3 (Ark. Cir. Ct.):

Notice of the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The Notice contained the essential elements necessary to satisfy due process, including the Settlement Class definition, the identities of the Parties and of their counsel, a summary of the terms of the proposed settlement, Class Counsel's intent to apply for fees, information regarding the manner in which objections could be submitted, and requests for exclusions could be filed. The Notice properly informed Class members of the formula for the distribution of benefits under the settlement...Notice was direct mailed to all Class members whose current whereabouts could be identified by reasonable effort. Notice was also effected by publication in many newspapers and magazines throughout the nation, reaching a large majority of the Class members multiple times. The Court finds that such notice constitutes the best notice practicable.

Judge Michael J. O'Malley, *Defrates v. Hollywood Entm't Corp.*, (June 24, 2005) No. 02 L 707 (Ill. Cir. Ct.):

[T]his Court hereby finds that the notice program described in the Preliminary Approval Order and completed by HEC complied fully with the requirements of due process, the Federal Rules of Civil Procedure and all other applicable laws.

Judge Wilford D. Carter, *Thibodeaux v. Conoco Phillips Co.*, (May 26, 2005) No. 2003-481 F (14th J.D. Ct. La.):

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...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 Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

Judge Michael Canaday, *Morrow v. Conoco Inc.*, (May 25, 2005) No. 2002-3860 G (14th J.D. Ct. La.):

The objections, if any, made to due process, constitutionality, procedures, and compliance with law, including, but not limited to, the adequacy of notice and the fairness of the proposed Settlement Agreement, lack merit and are hereby overruled.

Judge John R. Padova, *Nichols v. SmithKline Beecham Corp.*, (April 22, 2005) No. 00-6222 (E.D. Pa.):

Pursuant to the Order dated October 18, 2004, End-Payor Plaintiffs employed Hilsoft Notifications to design and oversee Notice to the End-Payor Class. Hilsoft Notifications has extensive experience in class action notice situations relating to prescription drugs and cases in which unknown class members need to receive notice...After reviewing the individual mailed Notice, the publication Notices, the PSAs and the informational release, the Court concludes that the substance of the Notice provided to members of the End-Payor Class in this case was adequate to satisfy the concerns of due process and the Federal Rules.

Judge Douglas Combs, *Morris v. Liberty Mutual Fire Ins. Co.*, (February 22, 2005) No. CJ-03-714 (D. Okla.):

I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

Judge Joseph R. Goodwin, *In re Serzone Products Liability Litigation*, 231 F.R.D. 221, 231 (S.D. W. Va. 2005):

The Notice Plan was drafted by Hilsoft Notifications, a Pennsylvania firm specializing in designing, developing, analyzing and implementing large-scale, unbiased legal notification plans. Hilsoft has disseminated class action notices in more than 150 cases, and it designed the model notices currently displayed on the Federal Judicial Center's website as a template for others to follow... To enhance consumer exposure, Hilsoft studied the demographics and readership of publications among adults who used a prescription drug for depression in the last twelve months. Consequently, Hilsoft chose to utilize media particularly targeting women due to their greater incidence of depression and heavy usage of the medication.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 24, 2004) MDL No. 1430 (D. Mass.):

After review of the proposed Notice Plan designed by Hilsoft Notifications...is hereby found to be the best practicable notice under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of Rule 23 the Federal Rules of Civil Procedure and due process.

Judge Richard G. Stearns, *In re Lupron® Marketing and Sales Practice Litigation*, (November 23, 2004) MDL No. 1430 (D. Mass.):

I actually find the [notice] plan as proposed to be comprehensive and extremely sophisticated and very likely be as comprehensive as any plan of its kind could be in reaching those most directly affected.

Judge James S. Moody, Jr., *Mantzouris v. Scarritt Motor Group Inc.*, (August 10, 2004) No. 8:03 CV- 0015-T-30 MSS (M.D. Fla.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the members of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement, it is hereby determined that all members of the Class, except for Ms. Gwendolyn Thompson, who was the sole person opting out of the Settlement Agreement, are bound by this Order and Final Judgment entered herein.

Judge Robert E. Payne, *Fisher v. Virginia Electric & Power Co.*, (July 1, 2004) No. 3:02CV431 (E.D. Va.):

The record here shows that the class members have been fully and fairly notified of the existence of the class action, of the issues in it, of the approaches taken by each side in it in such a way as to inform meaningfully those whose rights are affected and to thereby enable them to exercise their rights intelligently...The success rate in notifying the class is, I believe, at least in my experience, I share Ms. Kauffman's experience, it is as great as I have ever seen in practicing or serving in this job...So I don't believe we could have had any more effective notice.

Judge John Kraetzer, *Baiz v. Mountain View Cemetery*, (April 14, 2004) No. 809869-2 (Cal. Super. Ct.):

The notice program was timely completed, complied with California Government Code section 6064, and provided the best practicable notice to all members of the Settlement Class under the circumstances. The Court finds that the notice program provided class members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to class members and all other persons wishing to be heard...The Court has determined that the Notice given to potential members of the Settlement Class fully and accurately informed potential Members of the Settlement Class of all material elements of the proposed settlement and constituted valid, due, and sufficient notice to all potential members of the Settlement Class, and that it constituted the best practicable notice under the circumstances.

Hospitality Mgmt. Assoc., Inc. v. Shell Oil Co., 356 S.C. 644, 663, 591 S.E.2d 611, 621 (Sup. Ct. S.C. 2004):

Clearly, the Cox court designed and utilized various procedural safeguards to guarantee sufficient notice under the circumstances. Pursuant to a limited scope of review, we need go no further in deciding the Cox court's findings that notice met due process are entitled to deference.

Judge Joseph R. Goodwin, *In re Serzone Prods. Liability Litigation*, 2004 U.S. Dist. LEXIS 28297, at *10 (S.D. W. Va.):

The Court has considered the Notice Plan and proposed forms of Notice and Summary Notice submitted with the Memorandum for Preliminary Approval and finds that the forms and manner of notice proposed by Plaintiffs and approved herein meet the requirements of due process and Fed.R.Civ.P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice.

Judge James D. Arnold, *Cotten v. Ferman Mgmt. Servs. Corp.*, (November 26, 2003) No. 02-08115 (Fla. Cir. Ct.):

Due and adequate notice of the proceedings having been given and a full opportunity having been offered to the member of the Class to participate in the Settlement Hearing, or object to the certification of the Class and the Agreement...

Judge Judith K. Fitzgerald, *In re Pittsburgh Corning Corp.*, (November 26, 2003) No. 00-22876-JKF (Bankr.W.D. Pa.):

The procedures and form of notice for notifying the holders of Asbestos PI Trust Claims, as described in the Motion, adequately protect the interests of the holders of Asbestos PI Trust Claims in a manner consistent with the principles of due process, and satisfy the applicable requirements of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure.

Judge Carter Holly, *Richison v. American Cemwood Corp.*, (November 18, 2003) No. 005532 (Cal. Super. Ct.):

As to the forms of Notice, the Court finds and concludes that they fully apprised the Class members of the pendency of the litigation, the terms of the Phase 2 Settlement, and Class members' rights and options...Not a single Class member—out of an estimated 30,000—objected to the terms of the Phase 2 Settlement Agreement, notwithstanding a comprehensive national Notice campaign, via direct mail and publication Notice...The notice was reasonable and the best notice practicable under the circumstances, was due, adequate, and sufficient notice to all Class members, and complied fully with the laws of the State of California, the Code of Civil Procedure, due process, and California Rules of Court 1859 and 1860.

Judge Thomas A. Higgins, *In re Columbia/HCA Healthcare Corp.*, (June 13, 2003) MDL No. 1227 (M.D. Tenn.):

Notice of the settlement has been given in an adequate and sufficient manner. The notice provided by mailing the settlement notice to certain class members and publishing notice in the manner described in the settlement was the best practicable notice, complying in all respects with the requirements of due process.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 68 (S.D.N.Y. 2003):

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement...The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted...who would be covered by the settlement...[T]he notice campaign that defendant agreed to undertake was extensive...I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

Judge Edgar E. Bayley, *Dimitrios v. CVS, Inc.*, (November 27, 2002) No. 99-6209; ***Walker v. Rite Aid Corp.***, No. 99-6210; and ***Myers v. Rite Aid Corp.***, No. 01-2771 (Pa. Ct. C.P.):

The Court specifically finds that: fair and adequate notice has been given to the class, which comports with due process of law.

Judge Dewey C. Whinton, *Ervin v. Movie Gallery, Inc.*, (November 22, 2002) No. 13007 (Tenn. Ch.):

The content of the class notice also satisfied all due process standards and state law requirements...The content of the notice was more than adequate to enable class members to make an informed and intelligent choice about remaining in the class or opting out of the class.

Judge James R. Williamson, *Kline v. The Progressive Corp.*, (November 14, 2002) No. 01-L-6 (Ill. Cir. Ct.):

Notice to the Settlement Class was constitutionally adequate, both in terms of its substance and the manner in which it was disseminated. The notice contained the essential elements necessary to satisfy due process...

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (September 13, 2002) No. L-008830.00 (N.J. Super. Ct.):

Here, the comprehensive bilingual, English and Spanish, court-approved Notice Plan provided by the terms of the settlement meets due process requirements. The Notice Plan used a variety of methods to reach potential class members. For example, short form notices for print media were placed...throughout the United States and in major national consumer publications which include the most widely read publications among Cooper Tire owner demographic groups.

Judge Harold Baer, Jr., *Thompson v. Metropolitan Life Ins. Co.*, (September 3, 2002) No. 00 Civ. 5071-HB (S.D.N.Y.):

The Court further finds that the Class Notice and Publication Notice provided in the Settlement Agreement are written in plain English and are readily understandable by Class Members. In sum, the Court finds that the proposed notice texts and methodology are reasonable, that they constitute due, adequate and sufficient notice to all persons entitled to be provided with notice, and that they meet the requirements of the Federal Rules of Civil Procedure (including Fed. R. Civ. P. 23(c)(2) and (e)), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law.

Judge Milton Gunn Shuffield, *Scott v. Blockbuster Inc.*, (January 22, 2002) No. D 162-535 (Tex. Jud. Dist. Ct.) ultimately withstood challenge to Court of Appeals of Texas. *Peters v. Blockbuster* 65 S.W.3d 295, 307 (Tex. App.-Beaumont, 2001):

In order to maximize the efficiency of the notice, a professional concern, Hilsoft Notifications, was retained. This Court concludes that the notice campaign was the best practicable, reasonably calculated, under all the circumstances, to apprise interested parties of the settlement and afford them an opportunity to present their objections...The notice campaign was highly successful and effective, and it more than satisfied the due process and state law requirements for class notice.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 30, 2001) No. MID-L-8839-00-MT (N.J. Super. Ct.):

The parties have crafted a notice program which satisfies due process requirements without reliance on an unreasonably burdensome direct notification process...The form of the notice is reasonably calculated to apprise class members of their rights. The notice program is specifically designed to reach a substantial percentage of the putative settlement class members.

Judge Marina Corodemus, *Talalai v. Cooper Tire & Rubber Co.*, (October 29, 2001) No. L-8830-00-MT (N.J. Super. Ct.):

I saw the various bar graphs for the different publications and the different media dissemination, and I think that was actually the clearest bar graph I've ever seen in my life...it was very clear of the time periods that you were doing as to each publication and which media you were doing over what market time, so I think that was very clear.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (April 1, 2001) J.C.C.P. No. CJC-00-004106 (Cal. Super. Ct.):

[C]oncerning dissemination of class notice; and I have reviewed the materials that have been submitted on that subject and basically I'm satisfied. I think it's amazing if you're really getting 80 percent coverage. That's very reassuring. And the papers that you submitted responded to a couple things that had been mentioned before and I am satisfied with all that.

Judge Stuart R. Pollak, *Microsoft I-V Cases*, (March 30, 2001) J.C.C.P. No. 4106 (Cal. Super. Ct.):

Plaintiffs and Defendant Microsoft Corporation have submitted a joint statement in support of their request that the Court approve the plan for dissemination of class action notice and proposed forms of notice, and amend the class definition. The Court finds that the forms of notice to Class members attached hereto as Exhibits A and B fairly and adequately inform the Class members of their rights concerning this litigation. The Court further finds that the methods for dissemination of notice are the fairest and best practicable under the circumstances, and comport with due process requirements.

LEGAL NOTICE CASES

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

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., No. CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., No. CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., No. 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., No. CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., No. 18,844
<i>In re Amino Acid Lysine Antitrust Litigation</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., No. 95-20512-11-AJS
<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., No. ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litigation</i>	D. N.J., No. 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i>	M.D. Ga., No. 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litigation)</i>	Cal. Cir. Ct., No. C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litigation)</i>	Ore. Cir. Ct., No. 9709-06901
<i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i>	La. D. Ct., No. 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litigation)</i>	N.D. Ill., No. 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., No. CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., No. CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litigation</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., No. 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., No. 110949/96

<i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i>	Ala. Cir. Ct., No. CV-94-4033
<i>In re Synthroid Mktg. Litigation</i>	N.D. Ill., MDL No. 1182
<i>Raysick v. Quaker State Slick 50 Inc.</i>	D. Tex., No. 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., No. 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)</i>	Ill. Cir. Ct., No. 97-L-114
<i>Walls v. The Am. Tobacco Co. Inc.</i>	N.D. Okla., No. 97-CV-218-H
<i>Tempest v. Rainforest Café (Securities Litigation)</i>	D. Minn., No. 98-CV-608
<i>Stewart v. Avon Prods. (Securities Litigation)</i>	E.D. Pa., No. 98-CV-4135
<i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i>	D. Md., No. PJM 95-3461
<i>Delay v. Hurd Millwork (Building Products Litigation)</i>	Wash. Super. Ct., No. 97-2-07371-0
<i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i>	Ill. Cir. Ct., No. 95CH982
<i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i>	Cal. Super. Ct., No. 97-AS 02993
<i>In re Graphite Electrodes Antitrust Litigation</i>	E.D. Pa., MDL No. 1244
<i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i>	N.D. Ala., MDL No. 926
<i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i>	Wash. Super. Ct., No. 97-2-06368
<i>Crane v. Hackett Assocs. (Securities Litigation)</i>	E.D. Pa., No. 98-5504
<i>In re Holocaust Victims Assets Litigation (Swiss Banks)</i>	E.D.N.Y., No. CV-96-4849
<i>McCall v. John Hancock (Settlement Death Benefits)</i>	N.M. Cir. Ct., No. CV-2000-2818
<i>Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)</i>	Cal. Super. Ct., No. CV-995787
<i>Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)</i>	E.D. Pa., No. 98-CV-6599
<i>Leff v. YBM Magnex Int'l Inc. (Securities Litigation)</i>	E.D. Pa., No. 95-CV-89
<i>In re PRK/LASIK Consumer Litigation</i>	Cal. Super. Ct., No. CV-772894
<i>Hill v. Galaxy Cablevision</i>	N.D. Miss., No. 1:98CV51-D-D
<i>Scott v. Am. Tobacco Co. Inc.</i>	La. D. Ct., No. 96-8461
<i>Jacobs v. Winthrop Financial Associates (Securities Litigation)</i>	D. Mass., No. 99-CV-11363
<i>Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program</i>	Former Secretary of State Lawrence Eagleburger Commission
<i>Bownes v. First USA Bank (Credit Card Litigation)</i>	Ala. Cir. Ct., No. CV-99-2479-PR

Whetman v. IKON (ERISA Litigation)	E.D. Pa., No. 00-87
Mangone v. First USA Bank (Credit Card Litigation)	Ill. Cir. Ct., No. 99AR672a
In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)	E.D. La., No. 00-10992
Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)	Wash. Super. Ct., No. 00201756-6
Brown v. Am. Tobacco	Cal. Super. Ct., No. J.C.C.P. 4042, 711400
Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)	Ont. Super. Ct., No. 98-CV-158832
In re Texaco Inc. (Bankruptcy)	S.D.N.Y. No. 87 B 20142, No. 87 B 20143, No. 87 B 20144
Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)	M.D. La., No. 96-390
Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)	S.D. Ill., No. 00-612-DRH
In re Bridgestone/Firestone Tires Prods. Liability Litigation	S.D. Ind., MDL No. 1373
Gaynoe v. First Union Corp. (Credit Card Litigation)	N.C. Super. Ct., No. 97-CVS-16536
Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)	W.D. Tenn., No. 99-2896 TU A
Providian Credit Card Cases	Cal. Super. Ct., No. J.C.C.P. 4085
Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., No. 302774
Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)	Cal. Super. Ct., No. 303549
Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., No. 99-L-393A
Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)	Ill. Cir. Ct., No. 99-L-394A
Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)	Cal. Super. Ct., No. J.C.C.P. 4106
Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)	Cal. Super. Ct., No. C-98-03165
Rogers v. Clark Equipment Co.	Ill. Cir. Ct., No. 97-L-20
Garrett v. Hurley State Bank (Credit Card Litigation)	Miss. Cir. Ct., No. 99-0337
Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)	Ont. Super. Ct., No. 00-CV-183165 CP
Dietschi v. Am. Home Prods. Corp. (PPA Litigation)	W.D. Wash., No. C01-0306L
Dimitrios v. CVS, Inc. (PA Act 6 Litigation)	Pa. C.P., No. 99-6209
Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)	Cal. Super. Ct., No. 302887

<i>In re Tobacco Cases II (California Tobacco Litigation)</i>	Cal. Super. Ct., No. J.C.C.P. 4042
<i>Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)</i>	136 th Tex. Jud. Dist., No. D 162-535
<i>Anesthesia Care Assocs. v. Blue Cross of Cal.</i>	Cal. Super. Ct., No. 986677
<i>Ting v. AT&T (Mandatory Arbitration Litigation)</i>	N.D. Cal., No. C-01-2969-BZ
<i>In re W.R. Grace & Co. (Asbestos Related Bankruptcy)</i>	Bankr. D. Del., No. 01-01139-JJF
<i>Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litigation)</i>	N.J. Super. Ct., No. MID-L-8839-00 MT
<i>Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park-to-Reverse Litigation)</i>	N.D. Cal., No. C01-3293-JCS
<i>Int'l Org. of Migration – German Forced Labour Compensation Programme</i>	Geneva, Switzerland
<i>Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litigation)</i>	3 rd Jud. Dist. Ct. Utah, No. C79-8404
<i>Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)</i>	Cal. Super. Ct., No. GIC 765441, No. GIC 777547
<i>In re USG Corp. (Asbestos Related Bankruptcy)</i>	Bankr. D. Del., No. 01-02094-RJN
<i>Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)</i>	S.D.N.Y., No. 00-CIV-5071 HB
<i>Ervin v. Movie Gallery Inc. (Extended Viewing Fees)</i>	Tenn. Ch., No. CV-13007
<i>Peters v. First Union Direct Bank (Credit Card Litigation)</i>	M.D. Fla., No. 8:01-CV-958-T-26 TBM
<i>National Socialist Era Compensation Fund</i>	Republic of Austria
<i>In re Baycol Litigation</i>	D. Minn., MDL No. 1431
<i>Claims Conference–Jewish Slave Labour Outreach Program</i>	German Government Initiative
<i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i>	Md. Cir. Ct., No. C-99-000202
<i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., No. 99-6210
<i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., No. 01-2771
<i>In re PA Diet Drugs Litigation</i>	C.P. Pa., No. 9709-3162
<i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i>	Ore. Circ. Ct., No. 0110-10986
<i>Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)</i>	Ind. Cir. Ct., No. 49C01-0111-CP-002701
<i>Allison v. AT&T Corp. (Mandatory Arbitration Litigation)</i>	1 st Jud. D.C. N.M., No. D-0101-CV-20020041
<i>Kline v. The Progressive Corp.</i>	Ill. Cir. Ct., No. 01-L-6
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc. (Milk Price Fixing)</i>	Ill. Cir. Ct., No. 00-L-9664

<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i>	M.D. Tenn., MDL No. 1227
<i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i>	C.P. Pa., No. 000203053
<i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i>	C.P. Pa., No. CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., No. J.C.C.P. 4215
<i>Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)</i>	Wash. Super. Ct., No. 01-2-36007-8 SEA
<i>Defrates v. Hollywood Entm't Corp.</i>	Ill. Cir. Ct., No. 02L707
<i>Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. & Cherryfield Foods Inc.</i>	Me. Super. Ct., No. CV-00-015
<i>West v. G&H Seed Co. (Crawfish Farmers Litigation)</i>	27 th Jud. D. Ct. La., No. 99-C-4984-A
<i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i>	C.P. Ohio, No. CV-467403
<i>McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)</i>	D. Ct. Tex., No. SA-99-CA-464-FB
<i>Baiz v. Mountain View Cemetery (Burial Practices)</i>	Cal. Super. Ct., No. 809869-2
<i>Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)</i>	N.C. Super. Ct., No. 01-CVS-5268
<i>Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)</i>	Cal. Super. Ct., No. 005532
<i>Cotten v. Ferman Mgmt. Servs. Corp.</i>	13 th Jud. Cir. Fla., No. 02-08115
<i>In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)</i>	Bankr. W.D. Pa., No. 00-22876-JKF
<i>Mostajo v. Coast Nat'l Ins. Co.</i>	Cal. Super. Ct., No. 00 CC 15165
<i>Friedman v. Microsoft Corp. (Antitrust Litigation)</i>	Ariz. Super. Ct., No. CV 2000-000722
<i>Multinational Outreach - East Germany Property Claims</i>	Claims Conference
<i>Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)</i>	D. La., No. 94-11684
<i>Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)</i>	N.J. Super. Ct., No. CV CPM-L-682-01
<i>Munsey v. Cox Communications (Late Fee Litigation)</i>	Civ. D. La., No. Sec. 9, 97 19571
<i>Gordon v. Microsoft Corp. (Antitrust Litigation)</i>	4 th Jud. D. Ct. Minn., No. 00-5994
<i>Clark v. Tap Pharmaceutical Prods., Inc.</i>	5 th Dist. App. Ct. Ill., No. 5-02-0316
<i>Fisher v. Virginia Electric & Power Co.</i>	E.D. Va., No. 3:02-CV-431
<i>Mantzouris v. Scarritt Motor Group, Inc.</i>	M.D. Fla., No. 8:03-CV-0015-T-30-MSS
<i>Johnson v. Ethicon, Inc. (Product Liability Litigation)</i>	W. Va. Cir. Ct., No. 01-C-1530, 1531, 1533, No. 01-C-2491 to 2500

Schlink v. Edina Realty Title	4 th Jud. D. Ct. Minn., No. 02-018380
Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)	W. Va. Cir. Ct., No. 03-C-10E
White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)	4 th Jud. D. Ct. Minn., No. CT 03-1282
Acacia Media Techs. Corp. v. Cybernet Ventures Inc., (Patent Infringement Litigation)	C.D. Cal., No. SACV03-1803 GLT (Anx)
Bardessono v. Ford Motor Co. (15 Passenger Vans)	Wash. Super. Ct., No. 32494
Gardner v. Stimson Lumber Co. (Forestex Siding Litigation)	Wash. Super. Ct., No. 00-2-17633-3SEA
Poor v. Sprint Corp. (Fiber Optic Cable Litigation)	Ill. Cir. Ct., No. 99-L-421
Thibodeau v. Comcast Corp.	E.D. Pa., No. 04-CV-1777
Cazenave v. Sheriff Charles C. Foti (Strip Search Litigation)	E.D. La., No. 00-CV-1246
National Assoc. of Police Orgs., Inc. v. Second Chance Body Armor, Inc. (Bullet Proof Vest Litigation)	Mich. Cir. Ct., No. 04-8018-NP
Nichols v. SmithKline Beecham Corp. (Paxil)	E.D. Pa., No. 00-6222
Yacout v. Federal Pacific Electric Co. (Circuit Breaker)	N.J. Super. Ct., No. MID-L-2904-97
Lewis v. Bayer AG (Baycol)	1 st Jud. Dist. Ct. Pa., No. 002353
In re Educ. Testing Serv. PLT 7-12 Test Scoring Litigation	E.D. La., MDL No. 1643
Stefanyshyn v. Consol. Indus. Corp. (Heat Exchanger)	Ind. Super. Ct., No. 79 D 01-9712-CT-59
Barnett v. Wal-Mart Stores, Inc.	Wash. Super. Ct., No. 01-2-24553-8 SEA
In re Serzone Prods. Liability Litigation	S.D. W. Va., MDL No. 1477
Ford Explorer Cases	Cal. Super. Ct., No. J.C.C.P. 4226 & 4270
In re Solutia Inc. (Bankruptcy)	S.D.N.Y., No. 03-17949-PCB
In re Lupron Marketing & Sales Practices Litigation	D. Mass., MDL No. 1430
Morris v. Liberty Mutual Fire Ins. Co.	D. Okla., No. CJ-03-714
Bowling, et al. v. Pfizer Inc. (Bjork-Shiley Convexo-Concave Heart Valve)	S.D. Ohio, No. C-1-91-256
Thibodeaux v. Conoco Philips Co.	D. La., No. 2003-481
Morrow v. Conoco Inc.	D. La., No. 2002-3860
Tobacco Farmer Transition Program	U.S. Dept. of Agric.
Perry v. Mastercard Int'l Inc.	Ariz. Super. Ct., No. CV2003-007154
Brown v. Credit Suisse First Boston Corp.	C.D. La., No. 02-13738

<i>In re Unum Provident Corp.</i>	D. Tenn., No. 1:03-CV-1000
<i>In re Ephedra Prods. Liability Litigation</i>	D.N.Y., MDL No. 1598
<i>Chesnut v. Progressive Casualty Ins. Co.</i>	Ohio C.P., No. 460971
<i>Froeber v. Liberty Mutual Fire Ins. Co.</i>	Ore. Cir. Ct., No. 00C15234
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<i>Rolnik v. AT&T Wireless Servs., Inc.</i>	N.J. Super. Ct., No. L-180-04
<i>Singleton v. Hornell Brewing Co. Inc. (Arizona Ice Tea)</i>	Cal. Super. Ct., BC No. 288 754
<i>Becherer v. Qwest Commc'ns Int'l, Inc.</i>	Ill. Cir. Ct., No. 02-L140
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<i>Mehl v. Canadian Pacific Railway, Ltd</i>	D.N.D., No. A4-02-009
<i>Murray v. IndyMac Bank. F.S.B</i>	N.D. Ill., No. 04 C 7669
<i>Gray v. New Hampshire Indemnity Co., Inc.</i>	Ark. Cir. Ct., No. CV-2002-952-2-3
<i>George v. Ford Motor Co.</i>	M.D. Tenn., No. 3:04-0783
<i>Allen v. Monsanto Co.</i>	W. Va. Cir. Ct., No. 041465
<i>Carter v. Monsanto Co.</i>	W. Va. Cir. Ct., No. 00-C-300
<i>Carnegie v. Household Int'l, Inc.</i>	N. D. Ill., No. 98-C-2178
<i>Daniel v. AON Corp.</i>	Ill. Cir. Ct., No. 99 CH 11893
<i>In re Royal Ahold Securities and "ERISA" Litigation</i>	D. Md., MDL No. 1539
<i>In re Pharmaceutical Industry Average Wholesale Price Litigation</i>	D. Mass., MDL No. 1456
<i>Meckstroth v. Toyota Motor Sales, U.S.A., Inc.</i>	24 th Jud. D. Ct. La., No. 583-318
<i>Walton v. Ford Motor Co.</i>	Cal. Super. Ct., No. SCVSS 126737
<i>Hill v. State Farm Mutual Auto Ins. Co.</i>	Cal. Super. Ct., BC No. 194491
<i>First State Orthopaedics et al. v. Concentra, Inc., et al.</i>	E.D. Pa. No. 2:05-CV-04951-AB
<i>Sauro v. Murphy Oil USA, Inc.</i>	E.D. La., No. 05-4427
<i>In re High Sulfur Content Gasoline Prods. Liability Litigation</i>	E.D. La., MDL No. 1632
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<i>Rosenberg v. Academy Collection Service, Inc.</i>	E.D. Pa., No. 04-CV-5585

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Carter v. North Central Life Ins. Co.	Ga. Super. Ct., No. SU-2006-CV-3764-6
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In re Mutual Funds Investment Litigation (Market Timing)	D. Md., MDL No. 1586
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Hensley v. Computer Sciences Corp.	Ark. Cir. Ct., No. CV-2005-59-3
Peek v. Microsoft Corporation	Ark. Cir. Ct., No. CV-2006-2612
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<i>In re Parmalat Securities Litigation</i>	S.D.N.Y., MDL No. 1653 (LAK)
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<i>Govt. Employees Hospital Assoc. v. Serono Int., S.A.</i>	D. Mass., No. 06-CA-10613-PBS
<i>Gunderson v. Focus Healthcare Management, Inc.</i>	14 th Jud. D. Ct. La., No. 2004-2417-D
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<i>Perez v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., No. 06-00574-E
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<i>West v. Carfax, Inc.</i>	Ohio C.P., No. 04-CV-1898 (ADL)
<i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i>	Ark. Cir. Ct., No. CV-2007-155-3
<i>In re Conagra Peanut Butter Products Liability Litigation</i>	N.D. Ga., MDL No. 1845 (TWT)
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<i>Burgess v. Farmers Insurance Co., Inc.</i>	D. Okla., No. CJ-2001-292
<i>Grays Harbor v. Carrier Corporation</i>	W.D. Wash., No. 05-05437-RBL
<i>Perrine v. E.I. Du Pont De Nemours & Co.</i>	W. Va. Cir. Ct., No. 04-C-296-2
<i>In re Alstom SA Securities Litigation</i>	S.D.N.Y., No. 03-CV-6595 VM
<i>Brookshire Bros. v. Chiquita (Antitrust)</i>	S.D. Fla., No. 05-CIV-21962
<i>Hoorman v. SmithKline Beecham</i>	Ill. Cir. Ct., No. 04-L-715
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<i>Johnson v. Progressive</i>	Ark. Cir. Ct., No. CV-2003-513
<i>Bond v. American Family Insurance Co.</i>	D. Ariz., No. CV06-01249-PXH-DGC
<i>In re SCOR Holding (Switzerland) AG Litigation (Securities)</i>	S.D.N.Y., No. 04-cv-7897
<i>Shoukry v. Fisher-Price, Inc. (Toy Safety)</i>	S.D.N.Y., No. 07-cv-7182
<i>In re: Guidant Corp. Plantable Defibrillators Prod's Liab. Litigation</i>	D. Minn., MDL No. 1708
<i>Clark v. Pfizer, Inc. (Neurontin)</i>	C.P. Pa., No. 9709-3162
<i>Angel v. U.S. Tire Recovery (Tire Fire)</i>	W. Va. Cir. Ct., No. 06-C-855
<i>In re TJX Companies Retail Security Breach Litigation</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Ark. Cir. Ct., No. CV-2007-418-3

<i>Shaffer v. Continental Casualty Co. (Long Term Care Ins.)</i>	C.D. Cal., No. SACV06-2235-PSG
<i>Palace v. DaimlerChrysler (Defective Neon Head Gaskets)</i>	Ill. Cir. Ct., No. 01-CH-13168
<i>Lockwood v. Certegy Check Services, Inc. (Stolen Financial Data)</i>	M.D. Fla., No. 8:07-cv-1434-T-23TGW
<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18 th D. Ct. Mont., No. DV-03-220
<i>Gunderson v. F.A. Richard & Assocs., Inc. (AIG)</i>	14 th Jud. D. Ct. La., No. 2004-2417-D
<i>Jones v. Dominion Resources Services, Inc.</i>	S.D. W. Va., No. 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)</i>	14 th Jud. D. Ct. La., No. 2004-2417-D
<i>In re Trans Union Corp. Privacy Litigation</i>	N.D. Ill., MDL No. 1350
<i>Gudo v. The Administrator of the Tulane Ed. Fund</i>	La. D. Ct., No. 2007-C-1959
<i>Guidry v. American Public Life Insurance Co.</i>	14 th Jud. D. Ct. La., No. 2008-3465
<i>McGee v. Continental Tire North America</i>	D.N.J., No. 2:06-CV-06234 (GEB)
<i>Sims v. Rosedale Cemetery Co.</i>	W. Va. Cir. Ct., No. 03-C-506
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)</i>	14 th Jud. D. Ct. La., No. 2004-002417
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., No. 05-4182
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<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., No. 01-L-454 and No. 01-L-493
<i>Pavlov v. CNA (Long Term Care Insurance)</i>	N.D. Ohio, No. 5:07cv2580
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<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., No. 05-CV-1851
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No.1998
<i>Miller v. Basic Research (Weight-loss Supplement)</i>	D. Utah, No. 2:07-cv-00871-TS
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14 th Jud. D. Ct. La., No. 2004-002417
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., No. 07-CV-08742
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<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., No. 08-CV-2797-JBS-JS
<i>In re Heartland Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046

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Schulte v. Fifth Third Bank (Overdraft Fees)	N.D. Ill., No. 1:09-CV-06655
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Vereen v. Lowe's Home Centers (Defective Drywall)	Ga. Super. Ct., No. SU10-CV-2267B
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Williams v. Hammerman & Gainer, Inc. (Risk Management)	27 th Jud. D. Ct. La., No. 11-C-3187-B
Williams v. Hammerman & Gainer, Inc. (SIF Consultants)	27 th Jud. D. Ct. La., No. 11-C-3187-B
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Harris v. Associated Bank (Overdraft Fees)	S.D. Fla., MDL No. 2036
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<i>Blahut v. Harris, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Casayuran v. PNC Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Evans, et al. v. TIN, Inc. (Environmental)</i>	E.D. La. No. 2:11-cv-02067
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27 th Jud. D. Ct. La., No. 12-C-1599-C
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27 th Jud. D. Ct. La., No. 09-C-5244-C
<i>Miner v. Philip Morris Companies, Inc. et al.</i>	Ark. Cir. Ct., No. 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., No. CV-11-4322294-00CP
<i>Yarger v. ING Bank</i>	D. Del., No. 11-154-LPS
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<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., No. 4:13-cv-00250-JMM
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., No. 3:12-cv-01405-RDM
<i>Rose v. Bank of America Corporation, et al. (TCPA)</i>	N.D. Cal., No. 11-cv-02390-EJD
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<i>Simmons v. Comerica Bank, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.</i>	27 th Jud. D. Ct. La., No. 09-C-5242-B
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich, No. 2:12-cv-10267
<i>In re Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill, No. 09-CV-7666
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<i>Mello et al v. Susquehanna Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
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<i>In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)</i>	E.D.N.Y., 11-MD-2221, MDL No. 2221
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 10-CV-10392
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., No. 11-cv-06700-JST
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., No. 1:12-cv-02871
<i>Scharfstein v. BP West Coast Products, LLC</i>	Ore. Cir., County of Multnomah, No. 1112-17046
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>In re MI Windows and Doors Products Liability Litigation (Building Products)</i>	D. S.C., MDL No. 2333
<i>Childs et al. v. Synovus Bank, et al. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Steen v. Capital One, N.A. (Overdraft Fees)</i>	E.D. La., No. 2:10-cv-01505-JCZ-KWR as part of S.D. Fla., MDL No. 2036
<i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i>	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., No. 2011-CA-008020NC
<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010—Economic and Property Damages Settlement (Claim Deadline Notice)</i>	E.D. La., MDL No. 2179
<i>Dorothy Williams d/b/a Dot’s Restaurant v. Waste Away Group, Inc.</i>	Cir. Ct., Lawrence Cnty, Ala., No. 42-cv-2012- 900001.00
<i>In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., No. 14-10979(CSS)
<i>Gattinella v. Michael Kors (USA), Inc., et al.</i>	S.D.N.Y., No. 14-civ-5731 (WHP)
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., No. 13-C-3212
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<i>In re: Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D. N.J., MDL No. 2540
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In Re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, 4:13-MD-02420- YGR
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11 th Jud. Cir. Fla, No. 15-27940-CA-21
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In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation	Sup. Ct. N.Y., No. 650562/11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch)	N.D. Cal., MDL No. 2672
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Klug v. Watts Regulator Company (Product Liability)	D. Neb., No. 8:15-cv-00061-JFB-FG3
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Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)	Ohio C.P., No. 11CV000090
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McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No 3:14-cv-05615-JST
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T.A.N. v. PNI Digital Media, Inc.	S.D. GA., No. 2:16-cv-132-LGW-RSB.
In re: Syngenta Litigation	4 th Jud. Dist. Minn., No. 27-CV-15-3785

<i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i>	D. Puerto Rico, No. 17-04780(LTS)
<i>Reilly v. Chipotle Mexican Grill, Inc.</i>	S.D. Fla., No. 1:15-cv-23425-MGC
<i>Ma et al. v. Harmless Harvest Inc. (Coconut Water)</i>	E.D.N.Y., No. 2:16-cv-07102-JMA-SIL
<i>Mahoney v TT of Pine Ridge, Inc.</i>	S.D. Fla., No. 9:17-cv-80029-DMM
<i>Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric, et al.</i>	E.D. Penn., No. 2:14-cv-04464-GAM
<i>Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.,</i>	S.D. Fla., No. 1:17-cv-21344-UU and No. 1:17-cv-23111-JLK
<i>Gordon, et al. v. Amadeus IT Group, S.A., et al.</i>	S.D.N.Y. No. 1:15-cv-05457-KPF
<i>Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)</i>	S.D. Fla., No. 1:17-cv-22967-FAM
<i>Orlander v. Staples, Inc.</i>	S.D. NY, No. 13-CV-0703
<i>Larey v. Allstate Property and Casualty Insurance Company</i>	W.D. Kan., No. 4:14-cv-04008-SOF
<i>Larson v. John Hancock Life Insurance Company (U.S.A.)</i>	Cal. Sup. Court, County of Alameda, No. RG16 813803
<i>Alaska Electrical Pension Fund, et al. v. Bank of America N.A et al. (ISDAfix Instruments)</i>	S.D.N.Y., No. 14-cv-7126 (JMF)
<i>Falco et al. v. Nissan North America, Inc. et al. (Engine – CA & WA)</i>	C.D. Cal., No. 2:13-cv-00686 DDP (MANx)
<i>Pantelyat, et al v. Bank of America, N.A. et al. (Overdraft/Uber)</i>	S.D.N.Y., No. 16-cv-08964-AJN
<i>In re: Parking Heaters Antitrust Litigation</i>	E.D.N.Y., No. 15-MC-0940-DLI-JO
<i>Wallace, et al, v. Monier Lifetile LLC, et al.</i>	Sup. Ct. Cal., No. SCV-16410
<i>In re: Windsor Wood Clad Window Products Liability Litigation</i>	E.D. Wis., MDL No. 16-MD-02688
<i>Farrell v. Bank of America, N.A. (Overdraft)</i>	S.D. Cal., No. 3:16-cv-00492-L-WVG
<i>Hale v. State Farm Mutual Automobile Insurance Company, et al.</i>	S.D. Ill., No. 12-cv-0660-DRH
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No. 8:14-cv-02011–JVS-DFM
<i>Poseidon Concepts Corp. et al. (Canadian Securities Litigation)</i>	Ct. of QB of Alberta, No. 1301-04364
<i>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)</i>	S.D. Fla, MDL No. 2599
<i>Watson v. Bank of America Corporation et al.; Bancroft-Snell et al. v. Visa Canada Corporation et al.; Bakopanos v. Visa Canada Corporation et al.; Macaronies Hair Club and Laser Center Inc. operating as Fuze</i>	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531;

Salon v. BofA Canada Bank et al.; Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)	Ct. of QB of Saskatchewan, No. 133 of 2013
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Gergetz v. Telenav (TCPA)	N.D. Cal., No. 5:16-cv-4261
Raffin v. Mediacredit, Inc., et al.	C.D. Cal., No 15-cv-4912
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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
Dipuglia v. US Coachways, Inc. (TCPA)	S.D. Fla., No. 1:17-cv-23006-MGC
Knapper v. Cox Communications	D. Ariz., No. 2:17-cv-00913
Martin v. Trott (MI - Foreclosure)	E.D. Mich., No. 2:15-cv-12838
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
Al's Pals Pet Card, LLC, et al v. Woodforest National Bank, N.A., et al.	S.D. Tex., No. 4:17-cv-3852
In Re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, 2:15-CV-222
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Penn., No. 2:18-cv-00274
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-9924
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
Parsons v. Kimpton Hotel & Restaurant Group, LLC (Data Breach)	N.D. Cal., No. 3:16-cv-05387
Waldrup v. Countrywide	C.D. Cal., No. 2:13-cv-08833
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. Cal., No. CV2016-013446
Naiman v. Total Merchant Services, Inc., et al. (TCPA)	N.D. Cal., No. 4:17-cv-03806
In re Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864
In re HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
Zaklit, et al. v. Nationstar Mortgage LLC, et al. (TCPA)	C.D. Cal., No. 5:15-CV-02190
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Lloyd, et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-1280-BAS-RBB

<i>Waldrup v. Countrywide Financial Corporation, et al.</i>	C.D. Cal., No. 2:13-cv-08833
<i>Adlouni v. UCLA Health Systems Auxiliary, et al.</i>	Sup. Ct. Cal., No. BC589243
<i>Di Filippo v. The Bank of Nova Scotia, et al. (Gold Market Instrument)</i>	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
<i>McIntosh v. Takata Corporation, et al.; Vitoratos, et al. v. Takata Corporation, et al.; and Hall v. Takata Corporation, et al.</i>	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
<i>Rabin v. HP Canada Co., et al.</i>	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
<i>Lightsey, et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA, et al.</i>	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
<i>In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation</i>	E.D. Penn., No. 2:09-md-02034
<i>Henrikson v. Samsung Electronics Canada Inc.</i>	Ontario Sup. Ct., No. 2762-16cp
<i>Burrow, et al. v. Forjas Taurus S.A., et al.</i>	S.D. Fla., No. 1:16-cv-21606-EGT

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