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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

RALPH MILAN and ELIZABETH ARNOLD on  
behalf of themselves, those similarly situated and  
the general public,

Plaintiffs,

v.

CLIF BAR & COMPANY,

Defendant.

Case No. 18-cv-02354-JD

**DECLARATION OF BRANDON SCHWARTZ  
REGARDING PROPOSED NOTICE PLAN  
AND ADMINISTRATION IN SUPPORT OF  
RENEWED MOTION FOR PRELIMINARY  
APPROVAL**

Date: December 14, 2023  
Judge: Hon. James Donato  
Location: Courtroom 11

1 I, Brandon Schwartz, declare as follows:

2 1. I am a Director of Legal Notice preparing this Declaration for the proposed Class  
3 Administrator, Postlethwaite & Netterville, APAC (“P&N”)<sup>1</sup>, a full-service administration firm providing  
4 legal administration services, including the design, development, and implementation of impartial and  
5 complex legal notification programs. We were asked by Counsel to develop and execute the proposed Notice  
6 Plan and to administer the claims process in the above-referenced matter (the “Action”)<sup>2</sup>. The following  
7 statements are based on my personal knowledge as well as information provided by other experienced  
8 employees working under my supervision.

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

15 **EXPERIENCE**

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

22 4. I have designed, implemented, and managed notice campaigns for more than 100 cases.  
23 Some of my notice plans include: *McMorrow v. Mondelez International, Inc.*, No. 3:17-cv-02327 (S.D.  
24 Cal); *Rivera v. Goggle LLC*, No. 2019-CH-009900 (Circuit Court of Cook County, IL); *Hezi v. Celsius*

25 \_\_\_\_\_  
26 <sup>1</sup> As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf  
27 Coast, LLC. Where P&N is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements.  
28 P&N’s obligations to service work may be assigned by P&N to Eisner Advisory Group, LLC or EAG Gulf Coast, LLC, or one of  
Eisner Advisory Group, LLC’s or EAG Gulf Coast, LLC’s subsidiaries or affiliates.

<sup>2</sup> All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

1 *Holdings, Inc.*, No. 1:21-cv-09892 (S.D.N.Y.); *Gilmore v. Monsanto*, No. 3:21-cv-8159 (N.D. Cal.);  
2 *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley v. Kellogg Sales Company*, No.  
3 5:16-cv-04955 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *Winters v. Two Towns*  
4 *Ciderhouse Inc.*, 3:20-cv-00468 (S.D. Cal.); *In re: Sonic Corp. Customer Data Breach Litigation*, No. 1:17-  
5 md-02807 (N.D. Ohio); and *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-  
6 cv-00850 (E.D. Va.). A description of my experience is attached as **Exhibit A**.

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

10 a. On April 5, 2023, in the Order Granting Plaintiffs' Motions for Final Approval of  
11 Class Action Settlement in *Hezi v. Celsius Holdings, Inc.*, 1:21-cv-09892 (S.D.N.Y.), Judge  
12 Jennifer H. Rearden wrote:

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

20 b. In the matter *Gilmore et al. v. Monsanto Company, et al.*, 3:21-CV-8159 (N.D. Cal.),  
21 Judge Vince Chhabria ruled on March 31, 2023:

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

28 c. In the matter *Rivera, et al. v. Google LLC*, 2019-CH-00990 (Ill. Cir. Ct. Cook Cnty.),  
Judge Anna M. Loftus ruled on September 28, 2022:

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

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

15 d. Additionally, in the matter *Hanson v. Welch Foods Inc.*, No. 3:20-cv-02011 (N.D.  
16 Cal.), Judge Joseph C. Spero ruled on April 15, 2022:

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

### 26 OVERVIEW

27 6. Based on our review of the Settlement Agreement, the proposed Settlement Class consists  
28 of:

All persons who, during the Class Period,<sup>3</sup> purchased in the United States, for  
household use and not for resale or distribution, one of the Class Products.<sup>4</sup>

7. Excluded from the Settlement Class are: (a) Clif Bar's board members or executive-level  
officers including its attorneys; (b) governmental entities; (c) the Court, the Court's immediate family, and  
the Court's staff; and (d) any person that timely and properly excludes himself or herself from the Settlement

<sup>3</sup> The Class Period for California and New York Class Members is April 19, 2014 through March 31, 2023. The Class Period for Class Members outside of California and New York is March 31, 2019 through March 31, 2023.

<sup>4</sup> The Class Products include original Clif Bars in packaging bearing the phrase "Nutrition for Sustained Energy," and Clif Kid ZBars in packaging bearing the Challenged Claims.

1 Class in accordance with Section 7 of the Settlement Agreement or as approved by the Court.

2 **ESTIMATED CLASS & CLAIMS ANALYSIS**

3 8. For administration planning purposes, Class Counsel informed us that the class size is  
4 estimated to be 7,400,000 households. Typically, consumer class actions involving low-value retail items  
5 similar to the Class Products have claims rates in the range of 1% - 2%, with 5% considered on the higher  
6 end. My experience, the experience of my team, and Class Counsel’s own experience also support these  
7 ranges.<sup>5</sup> Other settlements from the Northern District of California support these ranges as well.<sup>6</sup> Of course,  
8 there is always the possibility for similar settlements to exceed these ranges. Examples of outlier outcomes  
9 in similar settlements include *Hendricks v. Starkist Tuna*<sup>7</sup> or *Careathers v. Red Bull North America, Inc.*<sup>8</sup>

10 9. Based on our experience administering similar product labeling and false advertising matters  
11 in California District Courts, a claims rate of 3% is a reasonable assumption that projects to fall within the  
12 typical claims rate range for this type of settlement.

13 10. While we provided Class Counsel with administrative estimates for claims rates of 1%, 2%,  
14 3%, 5%, and 10%, for the purposes of this declaration, we assume a claims of 3%.

15 **NOTICE AND ADMINISTRATION COSTS**

16 11. We estimate notice and administrative costs at this claim volume to be \$520,620. This quote  
17 does not include the estimated postage hard costs which are invoiced as incurred and anticipated to be  
18 \$18,395.

19 //

20  
21 <sup>5</sup> *Hadley et al. v. Kellogg Sales Co.*, N.D. Cal. (5:16-cv-04955) (3.21% of projected 16MM Kellogg’s Class Product purchasers);  
22 *Krommenhock et al. v. Post Foods LLC*, N.D. Cal. (3:16-cv-04958) (1.61% of 20.9MM U.S. households purchasing cold cereal);  
23 *Hunter v. Nature’s Way Prods., LLC et al.*, S.D. Cal. (3:16-cv-00532) (1.97% of a projected 4.5MM potential Nature’s Way  
coconut oil purchasers); *Boswell v. Costco Wholesale Corp.*, C.D. Cal. (8:16-cv-00278) (2.9% of 1,734,278 purchasers).

24 <sup>6</sup> *Pettit v. Proctor & Gamble*, N.D. Cal. (3:15-cv-02150) (4.84% of an estimated class of 3,884,000); *Fitzhenry-Russell v. Keurig*  
*Dr. Pepper Inc.*, N.D. Cal. (5:17-cv-00564) (3.97% of an estimated class of 2,300,000); *Bayol et al. v. Health-Ade LLC*, N.D. Cal.  
25 (3:18-cv-01462) (1.08% of a “likely” class of 12,000,000).

26 <sup>7</sup> In *Hendricks v. Starkist Tuna*, N.D. Cal. (4:13-cv-00729), the Motion for Preliminary Approval noted that the parties informed  
27 the administrator they calculated it would take 80,000 Voucher Claims to exhaust the Voucher Settlement Fund and 120,000 Cash  
28 Claims to exhaust the Cash Settlement Fund – a total estimated 200,000 claims. The claim volume ended up being 2,353,086,  
more than 10 times that amount (1,498,172 cash claims and 854,914 vouchers).

<sup>8</sup> *Careathers v. Red Bull North America, Inc.*, S.D.N.Y. (1:13-cv-08008) offered a cash value award selection, and an alternative  
option (product option). The claim volume resulted in 2,010,043 claims (1,294,481 valid Cash Option claims and 715,562 valid  
Product Option claims) as of April 5, 2015.

1 **PROPOSED NOTICE PLAN**

2 **Overview of Methodology**

3 12. We determined the most reasonable and practicable way to reach and communicate with  
4 members of the Class is through a multi-channel approach, utilizing a combination of: (1) print notice; (2)  
5 digital banner notice and social media; (3) YouTube (4) streaming TV; (5) streaming radio; (6) search  
6 advertising; (7) press release, (8) CLRA notice, (9) Settlement Website, and (10) toll-free hotline.

7 13. In order to establish a reach and frequency analysis of a program employing multiple notice  
8 channels requires demographic considerations and media consumption habits of a target audience. To that  
9 end, we utilized the nationally syndicated research bureau MRI-Simmons (formerly GfK Mediamark  
10 Research, Inc.) (“MRI”)<sup>9</sup> and comScore<sup>10</sup>, among others, to establish a qualitative Target Audience  
11 (inclusive of Class Members) of “Adults aged 18 and older who have purchased nutrition/diet-based foods,  
12 cereals, or granola bars” including Clif Bars. As can be the case when defining a target audience, an exact  
13 replica of a class may not be available across all research tools. Therefore, a qualitative target, inclusive of  
14 the class, is chosen to ensure accurate deduplication, reach and frequency calculations.

15 14. An excerpt of the MRI demographics regarding Clif Bar users include: <sup>11</sup>

- 16 ▪ 46% female / 54% male.
- 17 ▪ 18% are aged 18-24, 25% are aged 25-34, and 21% are aged 35-44.
- 18 ▪ Adults aged 18–34 are 47 times more likely than the general U.S. adult population to have  
19 consumed a Clif Bar in the last six months.
- 20 ▪ 41% have a child living at home, with 42% of them having a child aged 2-12 years old.
- 21 ▪ 67% own a home, with a median home value of \$352,105.

22  
23  
24 <sup>9</sup> MRI-Simmons is a nationally-syndicated research tool. It is the leading supplier of multi-media audience research, and  
25 provides comprehensive reports on demographic, lifestyle, product usage and media exposure. MRI-Simmons conducts more  
26 than 30,000 personal interviews annually to gather their information and is used by more than 450 advertising agencies as the  
27 basis for the majority of media and marketing campaigns.

26 <sup>10</sup> comScore is a global internet information provider on which leading companies and advertising agencies rely for consumer  
27 behavior insight and internet usage data. comScore maintains a proprietary database of more than 2 million consumers who have  
28 given comScore permission to monitor their browsing and transaction behavior, including online and offline purchasing.  
comScore panelists also participate in survey research that captures and integrates their attitudes.

<sup>11</sup> 2023 MRI-Simmons Spring Doublebase USA.

- 1           ▪ 24% have a household income under \$59,999, 42% have a household income between
- 2           \$60,000 and \$149,999, and 24% have a household income between \$150,000 and \$249,999.
- 3           ▪ Asian adults are 35 times more likely than the general U.S. adult population to have
- 4           consumed a Clif Bar in the last six months.
- 5           ▪ 13% identify as Spanish, Hispanic or of Latino Origin or Descent.
- 6           ▪ 15% speak Spanish at home most often.

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

12           16. The proposed Notice Plan, as further outlined below, is estimated to have a measurable reach  
13 of a minimum of 80% of the Target Audience and, by inclusion, the defined Class, with a 2.5 minimum  
14 average frequency. The total reach is calculated utilizing a formula that accounts for potential duplication  
15 across media titles and vehicles rather than by adding the individual reach figures together. Although  
16 difficult to calculate, the inclusion of streaming TV, search advertising, national press release, and CLRA  
17 will strengthen the reach and frequency of the Notice Plan.

18           17. The proposed Notice Plan described herein has been curated to deliver the most feasible and  
19 effective notice to the Class through a mixed channel approach. Consequently, it is my expert opinion that  
20 the Notice Plan would successfully meet due process standards, comply with the Northern District of  
21 California's guidelines related to class action settlements, comport with Fed. R. Civ. P. 23, and adhere to  
22 the recommendations in the *Judges' Class Action Notice and Claims Process Checklist and Plain Language*  
23 *Guide*<sup>12</sup>.

24           **Print Notice**

25           18. The proposed Notice Plan includes a one-half page version of the Short Form Notice in *US*  
26 *Weekly* magazine. According to *US Weekly* magazine supplied data, 66% of readers are employed, 68% are

27 \_\_\_\_\_  
28 <sup>12</sup> <https://www.fjc.gov/content/301350/illustrative-forms-class-action-notices-notice-checklist-and-plain-language-guide>.

1 age 18-49, and 45% have a child living in the household.<sup>13</sup> This audience subsection complements Clif Bar  
2 consumers, of which 74% are employed, 72% are aged 18-49, and 41% have a child living in the  
3 household.<sup>14</sup> Additionally, *US Weekly* has a broad national audience with a circulation of more than 1.9  
4 million, readership of more than 7 million,<sup>15</sup> and a weekly publication schedule conducive to the Notice  
5 Period.

#### 6 **Digital Banner Notice**

7 19. As active internet users, Clif Bar consumers demonstrate high engagement, with 98% having  
8 accessed the internet in the last 30 days, 91% using their mobile devices for internet access, and 58%  
9 classified as medium-to-heavy users.<sup>16</sup> In response to this digital presence, we plan to place banner notices  
10 on desktop and mobile devices, targeting select websites where Class Members may visit regularly. To do  
11 so, we leverage audience networks based on their cost efficiency, timing, and their contribution to reaching  
12 the Target Audience. Complementing these efforts, social media advertising on Facebook, Instagram, and  
13 TikTok will be employed.

14 20. We follow advertising industry best practices when designing and implementing digital  
15 notice programs. Further, we incorporate a programmatic approach to developing and executing our notice  
16 programs which brings multiple consumer data points into a single platform allowing us to monitor the  
17 placement of notices on websites that Class Members may be visiting and take active, real-time, measures  
18 to improve efficiencies. Additionally, we develop a unique mix of segment targeting that are based on the  
19 demography and metrics of the Target Audience.

20 21. Here, we would include a mix of segments such as:

- 21 ■ *Behavioral* – individuals who previously viewed or searched for information related to Clif Bar,  
22 the Class Products, nutrition, fitness and outdoor related activities, etc.;
- 23 ■ *Contextual* – individuals who are accessing and reading content that contains specific words  
24 related to Clif Bar, the Class Products, nutrition, fitness and outdoor related activities etc.;

25  
26 <sup>13</sup> *US Weekly* Magazine 2023 Media Kit, MRI-Simmons Summer 2022.

27 <sup>14</sup> 2023 MRI-Simmons Spring Doublebase USA.

28 <sup>15</sup> *US Weekly* Magazine 2023 Media Kit, MRI-Simmons Summer 2022.

<sup>16</sup> 2023 MRI-Simmons Spring Doublebase USA.



- 1       ▪ *Demographic* – individuals with children living at home, multicultural targeting, key age  
2       demographics, etc.;
- 3       ▪ *Interest-based & Engagement* – individuals that have interacted, liked, followed, shared or  
4       commented on content related to Clif Bar, the Class Products, and other related social media  
5       accounts;
- 6       ▪ *Language* – individuals that choose Spanish as their preferred browser language and/or Spanish  
7       language appropriate websites;
- 8       ▪ *Remarketing* – individuals who have visited the Settlement Website but did not submit a claim  
9       will be served notice across display and social media channels to encourage them to return to the  
10      Settlement Website;
- 11      ▪ *Device* – individuals on both desktop and mobile devices; and
- 12      ▪ *Select Placement* – high traffic premier websites in the shopping, sports, weather, entertainment,  
13      and local sites.

14       22.      The banner notices will have the opportunity to run on thousands of websites through the  
15      Google Display Network, Yahoo! Ad Network and Basis (formerly known as Centro) demand-side platform  
16      (DSP) allowing the notices to appear on websites that are relevant to the user. These sites will provide an  
17      opportunity for a Class Member to see the banner notice while they are reading content relevant to them.

18       23.      In addition to the banner advertisements described above, we will run banner notifications  
19      on the top-visited social media sites Facebook, Instagram, and TikTok. Facebook and Instagram represent  
20      the leading group of social network sites with over 250 million users in the United States<sup>17</sup> and TikTok  
21      accounts for over 120 million users in the United States<sup>18</sup>. Additionally, 64% and 50% of Clif Bar consumers  
22      use Facebook and Instagram, respectively, while 29% use TikTok.<sup>19</sup> Social media encourages users to share  
23      information, which can organically raise the reach of a notice plan by users sharing the notices with their  
24      friends, family, and followers.

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25  
26      <sup>17</sup> “Number of Facebook users in United States from 2018 to 2027” (Statista; July 2023) and “Number of Instagram users in the  
27      United States from 2018 to 2027” (Statista; July 2023).

28      <sup>18</sup> “Countries with the largest TikTok audience as of July 2023” (Statista; October 2022).

28      <sup>19</sup> 2023 MRI-Simmons Spring Doublebase USA.

24. In effort to reduce the possibility of fraud and bot viewership of the digital banner ads, we employ DoubleVerify,<sup>20</sup> an independent platform that authenticates the quality and effectiveness of banner placement.

25. The banner notices will utilize standard Interactive Advertising Bureau (“IAB”) ad sizes (350x250, 728x90, 370x250, 300x600) and custom ads sizes according to Facebook and Instagram advertising guidelines. A 15-second and/or a 30-second video notice will be developed and run on TikTok in accordance with their advertising guidelines. The video notice may have the opportunity to appear in a user’s feed on Facebook and Instagram as well.

26. A summary of the digital banner and social media notice campaign is as follows:

<i>Network/Property</i>	<i>Banner Size</i>	<i># of Days</i>	<i>Est. Impressions<sup>21</sup></i>
<i>Google Display Network, Yahoo! Ad Network &amp; Basis</i>	Various	31	279,180,000
<i>Facebook, Instagram &amp; TikTok</i>	Custom	31	131,670,000
<b>TOTAL:</b>			<b>410,850,000</b>

### **YouTube**

27. The video notice created for TikTok will be used to provide notice on YouTube where 62% of Clif Bar consumers visit.<sup>22</sup> The skippable video notice will be targeted to parents with children, users who search for or watch videos related to, the Class Products, and those interested in fitness and outdoor related content, for example. A viewer will have the option to skip the video after 5 seconds. This format provides an opportunity to gain a large number of impressions while maintaining an efficient budget. An estimated 19.8 million impressions will be served over four weeks.

### **Streaming TV**

28. Streaming TV refers to the utilization of internet-capable devices to access various streaming services such as YouTube TV, Netflix, Hulu, Crackle, etc. These devices encompass a range of technologies, including smart or internet-connectable TVs, Google Chromecast, Amazon Fire Stick, Roku, Apple TV,

<sup>20</sup> <https://doubleverify.com>.

<sup>21</sup> An impression is defined as the single display of an ad on a web page.

<sup>22</sup> 2023 MRI-Simmons Spring Doublebase USA.

1 laptops, tablets, and mobile devices. These methods of connectivity allow users to access an array of content,  
2 from live TV to on-demand TV series and movies. The connectivity and accessibility to content underscores  
3 the need to understand Clif Bar consumers availability, and their use of, streaming TV to optimize the notice  
4 strategy. According to MRI, nearly half of Clif Bar consumers own a TV capable of connecting to the  
5 internet and nearly two-thirds use an internet device such as a Roku or Apple TV for streaming. Moreover,  
6 49% watch 5–10 hrs of streaming content a week and 26% watch 10-20 hours a week using their streaming  
7 video devices. Beyond hard-wired devices, 23% of Clif Bar consumers watch live television on their mobile  
8 devices, making them 23 times more likely to do so than the general U.S. adult population.<sup>23</sup>

9 29. For this reason, using the video notice created for social media and YouTube, the video notice  
10 will appear as a commercial within content, pre, mid, and/or post programming. The notice will appear on  
11 platforms and apps/stations such as A&E, ABC, AMC, BET, FOX, and Food Network, among others, and  
12 apps that aggregate content such as AT&T TV, DirectTV, Crackle, Hulu and fuboTV, among others. The  
13 video notice may also appear as users watch videos on websites such as msnbc.com, ESPN.com, or  
14 parents.com, to name a few. An estimated 1.98 million impressions will run over two to four weeks.

### 15 **Streaming Radio**

16 30. Spotify radio has more than 551 million monthly active users and more than 343 million ad-  
17 supported monthly active users globally.<sup>24</sup> Notably, 42% of Clif Bar consumers use Spotify, making them  
18 39 times more likely to use the platform compared to the general U.S. adult population.<sup>25</sup> A 15-second  
19 and/or a 30-second radio notice will be developed and an estimated 1.37 million impressions will be served  
20 over two to four weeks .

### 21 **Search Advertising**

22 31. Search-based advertising places a notice in front of users that are actively researching a topic.  
23 Utilizing Google Ads, a select list of keywords will be developed that are relevant to the litigation, Clif Bar,  
24 the Class Products, nutrition, and outdoor activities, for example. When a user enters the keywords into the  
25 Google search bar, a short descriptive notice may appear above the results that would direct users to the  
26 Settlement Website.

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27 <sup>23</sup> Id

28 <sup>24</sup> Spotify Shareholder Report, July 25, 2023

<sup>25</sup> 2023 MRI-Simmons Spring Doublebase USA.

1 **Press Release**

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

6 **CLRA Notice**

7 33. To fulfill California’s Consumers Legal Remedies Act (CLRA) notice requirements, the  
8 Short Form Notice will appear as a quarter-page notice in USA Today – San Francisco region, once a week,  
9 for four consecutive weeks.

10 **Settlement Website**

11 34. We will create and maintain a website, [www.BarsClassAction.com](http://www.BarsClassAction.com), dedicated to this  
12 Settlement. The website address will be included in the Short Form Notice and all digital banners will link  
13 directly to the Settlement Website. The Class Notices, along with other relevant documents, will be posted  
14 on the Settlement Website for Class Members to review and download. The Settlement Website will also  
15 allow Class Members to file a claim electronically, and include relevant dates, other case-related  
16 information, instructions for how to be excluded from the Class or object to the Settlement, and contact  
17 information for the Claims Administrator.

18 **Dedicated Toll-Free Hotline**

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

24 **Requests for Exclusion**

25 36. Class Members that want to exclude themselves from the Class may submit a request for  
26 exclusion by mail to a dedicated Post Office Box that we will maintain. We will monitor all mail delivered  
27 to that post office box and will track all exclusion requests received, which will be provided to the Parties.

28 //

1 **DATA SECURITY POLICIES**

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

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

16 39. In addition to these measures, we maintain comprehensive insurance coverage, including  
17 network security insurance, providing protection in the event of any breach. Furthermore, consumer data is  
18 strictly confined to the agreed-upon purpose of administering the Settlement. These policies underscore our  
19 commitment to safeguarding sensitive information and distinguishes us within the legal notice and  
20 settlement administration field. Detailed information regarding our information security policies is attached  
21 hereto as **Exhibit C**.

22 **CONCLUSION**


23 40. In 2010, the Federal Judicial Center issued the *Judges' Class Action Notice and Claims*  
24 *Process Checklist and Plain Language Guide*. The guide states that, “the lynchpin in an objective  
25 determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach  
26 a high percentage of the class. It is reasonable to reach between 70–95%.” The Notice Plan is estimated to  
27 reach at least 80% of Class Members with an estimated average frequency of 2.5. The measurable reach of  
28 the Notice Plan does not include the streaming TV, press release, paid search, dedicated website, and toll-

1 free hotline, as these vehicles are difficult to calculate. They, however, will meaningfully strengthen the  
2 reach and frequency of the Notice Plan.

3 41. It is my opinion, based on my expertise and the experience of my team, that this method of  
4 focused notice dissemination is a measured and targeted approach to provide effective notice in this case,  
5 provides the best notice that is practicable, adheres to Federal Rule of Civil Procedure 23, complies with the  
6 Northern District of California’s guidelines related to class action settlements, follows the guidance set forth  
7 in the Manual for Complex Litigation 4<sup>th</sup> Ed., and exceeds the requirements of due process, including its  
8 “desire to actually inform” requirement.<sup>26</sup>

9  
10 I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge  
11 and belief.

12 Executed this 31st day of October, 2023 in Portland, Oregon.

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14 \_\_\_\_\_  
15 Brandon Schwartz

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<sup>26</sup> *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).



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## Exhibit A: CV of Brandon Schwartz

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## Brandon Schwartz

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Brandon Schwartz is the Director of Notice for P&N Consulting Services Group. He is responsible for developing customized legal notice solutions for clients related to class action notice and claims administration programs.

Brandon has more than 10 years of experience designing and implementing complex notice programs. His knowledge of demographic research, reach and frequency methodology, digital and social media strategies, and Fed R. Civ 23(c)(2) compliance keep clients informed of the best practices in legal notice design. He is the author of several articles pertaining to Rule 23 changes and notice

design and implementation.

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

### EDUCATION & CREDENTIALS

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

### ARTICLES

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

### SPEAKING ENGAGEMENTS

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





## SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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

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

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



*the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.*

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

- Constituted the best practicable notice, under the circumstances;*
- Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;*
- Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and*
- Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily*



*understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).*

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

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

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

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

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

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

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

*This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and*



*constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

*The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class*



*Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.*

- **Hartig Drug Company Inc., v. Senju Pharmaceutical LTD., and Allergan, Inc.**, No. 1:14-cv-00719 (D. Del.), Judge Joseph F. Bataillon on May 3, 2018:

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

- **Gordon v. Hain Celestial Group, et al.**, No. 1:16-cv-06526 (S.D.N.Y.), Judge Katherine B. Forrest on September 22, 2017:

*The form, content, and method of dissemination of the Class Notice given to Settlement Class Members - as previously approved by the Court in its Preliminary Approval Order - were adequate and reasonable, constituted the best notice practicable under the circumstances, and satisfied the requirements of Rule 23 (c) and (e) and Due Process.*

- **In re: Sony PS3 "Other OS" Litigation**, No. 4:10-cv-01811 (N.D. Cal.), Judge Yvonne Gonzalez Rogers on June 8, 2018:

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

- **In re: Ductile Iron Pipe Fittings ("DIPF") Indirect Purchaser Antitrust Litigation**, No. 3:12-cv-00169 (D.N.J.), Judge Anne E. Thompson on June 8, 2016:

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



## LEGAL NOTICE CASES

Case Caption	Docket Number	Court
Rivera, et al. v. Google LLC	19-CH-00990	Ill. Cir. Ct. Cook Cnty.
Hezi v Celsius Holdings, Inc	1:21-cv-09892	S.D.N.Y.
Quackenbush, et al. v American Honda Motor Company, Inc. et al.	3:20-cv-05599	N.D. Cal.
Sanders, et al. v. Ibox Global Solutions, Inc., et al.	1:22-cv-00591	D.D.C.
In re: Cathode Ray Tube (CRT) Antitrust Litigation	4:07-cv-05944	N.D. Cal.
John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.	2021L00026	Fifteenth Judicial Circuit of Illinois, Lee County
Gonshorowski v. Spencer Gifts, LLC	ATL-L-000311-22	N.J. Super. Ct.
Stewart et al. v. Albertsons Cos., Inc.	16CV15125	Mult. Cty. Cir. Ct.
Simmons v. Assistcare Home Health Services, LLC, d/b/a Preferred Home Health Care of New York/Preferred Gold	511490/2021	Kings Co. Sup. Ct., 2d Jud. Dist.
Terry Fabricant v. Top Flite Financial, Inc.	20STCV13837	Cal. Super.
Riley v. Centerstone of America	3:22-cv-00662	M.D. Tenn.
Bae v. Pacific City Bank	21STCV45922	Cal. Super.
Tucker v. Marietta Area Health Care Inc.	2:22-cv-00184	S.D. Ohio
Acaley v. Vimeo.com, Inc	19-CH-10873	Ill. Cir. Ct. Cook Cnty.
Easter v Sound Generations	21-2-16953-4	Wash. Super.
GPM v City of Los Angeles	21STCV11054	Cal. Super.
Pagan v. Faneuil, Inc	3:22-cv-297	E.D. Va.
Estes v. Dean innovations, Inc.	20-CV-22946	Mult. Cty. Cir. Ct.
Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al.	21-2-03929-1	Wash. Super.
Gilmore, et al. v. Monsanto Company, et al.	3:21-cv-8159	N.D. Cal.
Copley v. Bactolac Pharmaceutical, Inc. et al.	2:18-cv-00575	E.D.N.Y.
James v. CohnReznick LLP	1:21-cv-06544	S.D.N.Y.
Doe v. Virginia Mason	19-2-26674-1	Wash. Super.
LaPrairie v. Presidio, Inc., et al.	1:21-cv-08795	S.D.N.Y.
Richardson v. Overlake Hospital Medical Center et al.	20-2-07460-8	Wash. Super.
Weidman, et al. v. Ford Motor Company	2:18-cv-12719	E.D. Mich.
Siqueiros et al. v. General Motors, LLC	3:16-cv-07244	N.D. Cal.
Vaccaro v. Delta Drugs, II. Inc.	20STCV28871	Cal. Super.
Hosch v. Drybar Holdings LLC	2021-CH-01976	Ill. Cir. Ct. Cook Cnty.
Davidson v. Healthgrades Operating Company, Inc.	21-cv-01250	D. Colo.
Baldwin et al. v. National Western Life Insurance Co.	2:21-cv-04066	W.D. Mo.
Deien v. Seattle City Light	19-2-21999-8	Wash. Super.
Blake Chapman et al. v. voestalpine Texas, LLC, et al.	2:17-cv-00174	S.D. Tex.
Hanson v. Welch Foods Inc.	3:20-cv-02011	N.D. Cal.
McMorrow v. Mondelez International, Inc.	3:17-cv-02327	S.D. Cal.
Hadley, et al. v. Kellogg Sales Company	5:16-cv-04955	N.D. Cal.
Miracle-Pond, et al. v. Shutterfly, Inc.	16-cv-10984	Cir. Ct. Cook Cnty.
In Re: Sonic Corp. Customer Data Breach Litigation	1:17-md-02807	N.D. Ohio





Case Caption	Docket Number	Court
<b>In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation</b>	3:18-cv-00850	E.D. Va.
<b>Krommenhock, et al. v. Post Foods, LLC</b>	3:16-cv-04958	N.D. Cal.
<b>Daley, et al. v. Greystar Management Services LP, et al.</b>	2:18-cv-00381	E.D. Wash.
<b>Brianna Morris v. FPI Management Inc.</b>	2:19-cv-0128	E.D. Wash.
<b>Kirilose Mansour v. Bumble Trading Inc.</b>	RIC1810011	Cal. Super.
<b>Clopp et. al. v. Pacific Market Research, LLC et. al.</b>	21-2-08738-4	Wash. Super.
<b>Lisa T. Leblanc, et al. v. Texas Brine Company, LLC, et al.</b>	12-2059	E.D. La.
<b>Jackson-Battle v. Navicent Health, Inc.</b>	2020-cv-072287	Ga Super.
<b>Richardson v. Overlake Hospital Medical Center et al.</b>	20-2-07460-8	Wash. Super.
<b>Fabricant v. Amerisave Mortgage Corp</b>	2:19-cv-04659	C.D. Cal.
<b>Jammeh v. HNN Assoc.</b>	2:19-cv-00620	W.D. Wash.
<b>Farruggio, et al. v. 918 James Receiver, LLC et al.</b>	3831/2017	N.Y. Sup Ct
<b>Winters, et al. v. Two Towns Ciderhouse Inc.</b>	3:20-cv-00468	S.D. Cal.
<b>Siddle, et al. v. The Duracell Company, et al.</b>	4:19-cv-00568	N.D. Cal.
<b>Lisa Jones et al. v. Monsanto Company</b>	4:19-cv-00102	W.D. Mo.
<b>Makaron v. Enagic USA, Inc.</b>	2:15-cv-05145	C.D. Cal.
<b>John Karpilovsky, et al. v. All Web Leads, Inc.</b>	1:17-cv-01307	N.D. Ill.
<b>Hughes et al. v. AutoZone Parts Inc. et al.</b>	BC631080	Cal. Super.
<b>Kimberly Miller, et al. v. P.S.C., Inc. d/b/a Puget Sound Collections</b>	3:17-cv-0586	W.D. Wash.
<b>Aaron Van Fleet, et al. v. Trion Worlds Inc.</b>	535340	Cal. Super.
<b>Wilmington Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</b>	1:16-cv-11675	N.D. Ill.
<b>Deutsche Bank National Trust TCPA (Snyder, et al. v. U.S. Bank, N.A., et al.)</b>	1:16-cv-11675	N.D. Ill.
<b>Adriana Garcia, et al. v. Sun West Mortgage Company, Inc.</b>	BC652939	Cal. Super.
<b>Cajuns for Clean Water, LLC, et al. v. Cecilia Water Corporation, et al.</b>	82253	La. Dist.
<b>In re: Sony PS3 “Other OS” Litigation</b>	4:10-cv-01811	N.D. Cal.
<b>In re: Ductile Iron Pipe Fittings Indirect Purchaser Antitrust Litigation</b>	3:12-cv-00169	D.N.J.
<b>In re: Ductile Iron Pipe Fittings Direct Purchaser Antitrust Litigation</b>	3:12-cv-00711	D.N.J.
<b>Hartig Drug Company Inc., v. Senju Pharmaceutical et. al.</b>	1:14-cv-00719	D. Del.
<b>Gordon v. The Hain Celestial Group, et al.</b>	1:16-cv-06526	S.D.N.Y.
<b>In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico – Economic and Property Damages Settlement (MDL 2179)</b>	2:10-md-02179	E.D. La.
<b>In re: Google Inc. Cookie Placement Consumer Privacy Litigation (MDL 2358)</b>	1:12-md-02358	D. Del.
<b>In re: Pool Products Distribution Market Antitrust Litigation (MDL 2328)</b>	2:12-md-02328	E.D. La.
<b>In re: Polyurethane Foam Antitrust Litigation (MDL 2196)</b>	1:10-md-2196	N.D. Ohio
<b>In re: Processed Egg Products Antitrust Litigation (MDL 2002)</b>	2:08-md-02002	E.D. Pa.
<b>In re: The Flintkote Company and Flintkote Mines Limited</b>	1:04-bk-11300	Bankr. D. Del.



Case Caption	Docket Number	Court
<b>In re: Prograf (Tacrolimus) Antitrust Litigation (MDL 2242)</b>	1:11-cv-02242	D. Mass.
<b>Markos v. Wells Fargo Bank, N.A.</b>	1:15-cv-01156	N.D. Ga.
<b>Cross v. Wells Fargo Bank, N.A.</b>	1:15-cv-01270	N.D. Ga.
<b>Ferrick v. Spotify USA Inc.</b>	1:16-cv-08412	S.D.N.Y.
<b>In re: Parmalat Securities Litigation (MDL 1653)</b>	1:04-md-01653	S.D.N.Y.
<b>Smith v. Floor and Décor Outlets of America, Inc.</b>	1:15-cv-04316	N.D. Ga.
<b>Schwartz v. Intimacy in New York, LLC</b>	1:13-cv-05735	S.D.N.Y.
<b>In re: TRS Recovery Services, Inc., Fair Debt Collection Practices Act Litigation (MDL 2426)</b>	2:13-md-02426	D. Me.
<b>Young v. Wells Fargo &amp; Co</b>	4:08-cv-00507	S.D. Iowa
<b>In re: Credit Default Swaps Antitrust Litigation (MDL 2476)</b>	1:13-md-02476	S.D.N.Y.
<b>Anthony Frank Lasseter et. al. v. Rite-Aid</b>	09-cv-2013-900031	Ala. Cir. Ct.
<b>Khoday v. Symantec Corp.</b>	0:11-cv-00180	D. Minn.
<b>MacKinnon, Jr v. IMVU</b>	1-11-cv-193767	Cal. Super.
<b>Ebarle et al. v. LifeLock, Inc.</b>	3:15-cv-00258	N.D. Cal.
<b>Sanchez v. Kambousi Restaurant Partners ("Royal Coach Diner")</b>	1:15-cv-05880	S.D.N.Y.
<b>Schwartz v. Avis Rent A Car System</b>	2:11-cv-04052	D.N.J.
<b>Klein v. Budget Rent A Car System</b>	2:12-cv-07300	D.N.J.
<b>Pietrantonio v. Kmart Corporation</b>	15-5292	Mass. Cmmw.
<b>Cox et al. v. Community Loans of America, Inc., et al.</b>	4:11-cv-00177	M.D. Ga.
<b>Vodenichar et al. v. Halcón Energy Properties, Inc. et al.</b>	2013-512	Pa. Com. Pleas
<b>State of Oregon, ex. rel. Ellen F. Rosenblum, Attorney General v. AU Optronics Corporation, et al.</b>	1208 10246	Or. Cir.
<b>Barr v. The Harvard Drug Group, LLC, d/b/a Expert-Med</b>	0:13-cv-62019	S.D. Fla.
<b>Splater et al. v. Thermal Ease Hydronic Systems, Inc. et al.</b>	03-2-33553-3	Wash. Super.
<b>Phillips v. Bank of America</b>	15-cv-00598	Cal. Super.
<b>Ziwczyn v. Regions Bank and American Security Insurance Co.</b>	1:15-cv-24558	S.D. Fla
<b>Dorado vs. Bank of America, N.A.</b>	1:16-cv-21147	S.D. Fla
<b>Glass v. Black Warrior Electric</b>	cv-2014-900163	Ala. Cir.
<b>Beck v. Harbor Freight Tools USA, Inc.</b>	15-cv-00598	Ohio Com. Pleas
<b>Ligon v. City of New York, et al.</b>	12-cv-2274	S.D.N.Y.
<b>Abdellahi, et a., vs. River Metals Recycling, LLC</b>	13-CI00095	Ky. Cir.
<b>Alegre v. XPO Last Mile, Inc.</b>	2:15-cv-02342	D.N.J.
<b>Jack Leach et al. v. E.I. du Pont de Nemours and Co.</b>	01-C-608	W. Va. Cir.
<b>Hayes , et al. v. Citizens Financial Group Inc., et al.</b>	1:16-cv-10671	D. Mass.
<b>In re: Foreign Exchange Benchmark Rates Antitrust Litigation</b>	1:13-cv-07789	S.D.N.Y.
<b>Flo &amp; Eddie, Inc. v. Sirius XM Radio, Inc.</b>	2:13-cv-05693	C.D. Cal.
<b>Cozzitorto vs. American Automobile Association of Northern California, Nevada &amp; Utah</b>	C13-02656	Cal. Super.
<b>Filannino-Restifo, et al. v. TD Bank, N.A.</b>	0:18-cv-01159	D.N.J.
<b>United States v. Takata Corporation</b>	2:16-cv-20810	E.D. Mich.
<b>Free Range Content, Inc. v. Google Inc.</b>	5:14-cv-02329	N.D. Cal.
<b>Bautista v. Valero Marketing and Supply Company</b>	3:15-cv-05557	N.D. Cal.
<b>Devin Forbes and Steve Lagace -and- Toyota Canada Inc.</b>	cv-16-70667	Ont. Super. Ct.



Case Caption	Docket Number	Court
Thierry Muraton -and- Toyota Canada Inc.	500-06-000825-162	Que. Super. Ct.
In re: Residential Schools Class Action Litigation	00-cv-192059	Ont. Super. Ct.
In re: Tricor Antitrust Litigation	05-340	D. Del.
Masztal v. City of Miami	3D06-1259	Fla. Dist. App.
In re: Tribune Company, et al.	08-13141	D. Del.
Marian Perez v. Tween Brands Inc.	14-cv-001119	Ohio Com. Pleas
Ferguson v. Safeco	DV 04-628B	Mont. Dist.
Williams v. Duke Energy	1:08-cv-00046	S.D. Ohio
Boone v. City of Philadelphia	2:05-cv-01851	E.D. Pa.
In re: Lehman Brothers Inc.	08-13555, 08-01420	Bankr. S.D.N.Y.
In re: Department of Veterans Affairs (VA) Data Theft Litigation (MDL No. 1796)	1:06-md-00506	D.D.C.
In re: Countrywide Customer Data Breach Litigation (MDL No. 1998)	3:08-md-01998	W.D. Ky.
In re: Checking Account Overdraft Litigation (MDL No. 2036)	1:09-md-02036	S.D. Fla.
In re: Heartland Data Security Breach Litigation (MDL No. 2046)	4:09-md-02046	S.D. Tex.
Schulte v. Fifth Third Bank	1:09-cv-06655	N.D. Ill.
Mathena v. Webster Bank, N.A.	3:10-cv-01448	D. Conn.
Delandro v. County of Allegheny	2:06-cv-00927	W.D. Pa.
Trombley v. National City Bank	1:10-cv-00232	D.D.C.
Fontaine v. Attorney General of Canada	00-cv-192059 CP	Ont. Super. Ct.
Marolda v. Symantec Corp.	3:08-cv-05701	N.D. Cal.



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## Exhibit B: CV of P&N

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## Introduction

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Postlethwaite & Netterville, APAC, (P&N) offers technical experience and diverse resources that are unique to the class action settlement administration space.

**Experience:** Since 1999, P&N has successfully administered numerous class action settlements in state court and federal court (including multidistrict litigation). Our team has processed and reviewed claims and managed distributions for settlements involving billions of dollars in settlement funds.

**Breadth, Depth and Flexibility of Resources:** Our approach to settlement administration provides a dedicated core team that is able to draw upon numerous specialized resources across diverse service areas within our firm of over 400 employees as needs arise.

We leverage the knowledge and experience of professionals holding the following designations, among others:

- Juris Doctor (JD)
- Project Management Professional (PMP)
- Certified Public Accountant (CPA)
- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)
- Certified Information Systems Security Professional (CISSP)
- Certified Security Engineer (CSE)
- Certified Information Security Manager
- Certified in Risk and Information Systems Control

**Capabilities and Experience Rooted in Quality and Objectivity:** As a 65+ year old accounting and business advisory firm, objectivity, integrity, and quality have been the cornerstones of our sustained success. These principles drive our work product, our decision-making, and our interactions with clients and team members. ***Our teams are well-versed in the development of and adherence to stringent quality assurance and quality control standards across a variety of disciplines.***





## Notable Claims Administration Experience and Testimonials

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The cornerstones of P&N's success as a firm translate well to the administration of large settlement programs, and our quality of work is particularly apparent in matters involving complex claims. P&N receives consistent positive feedback from clients related to our attention to detail and responsiveness:

**"P&N did an outstanding job. Key factors that separated them from the pack were attention to detail and responsiveness. In the fluid process of administering a class settlement P&N was there for us at every step of the way responding to most requests within minutes."**

*Mark Greenstone, Plaintiff's Co-Lead Counsel*

Our team has significant experience in complex settlement matters, including the following subset of our overall experience:

### **In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)**

**Nature of Work:** In cooperation with our project partner, The Notice Company, Inc., P&N performs claims administration services for indirect purchaser class action settlements in this multidistrict litigation totaling over \$547,750,000 to date. The scope of P&N's services includes (1) custom website and database application development and maintenance, (2) claim data acquisition and management, (3) claims processing and validation, (4) claims deficiency and audit processing, (5) quality control and fraud, waste, and abuse monitoring, (6) custom reporting, (7) call center support and claimant communications, (8) claim allocation determination and distribution, and (9) project management services.

### **In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)**

**Nature of Work:** P&N was approved by the United States District Court for the Eastern District of Louisiana to process business economic loss and seafood harvester claims within the Deepwater Horizon Economic and Property Damages Settlement. P&N participated in determining over \$1 billion in eligible claims within the first six months of the program and approximately \$10 billion to date. P&N committed a significant multi-city team of 400+ accounting and finance professionals to the ongoing effort, providing claim eligibility review, economic damages calculations, and claimant communications for over 100,000 businesses and seafood harvesters with representation from 2,000+ law and accounting firms.





## In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)

**Nature of Work:** P&N provides claims administration services related to custom technology development, project management, and attorney communications support. In coordination with the Court-appointed Special Master, Randi S. Ellis, P&N has developed secure, customized, web-based technology applications that are the framework for claim filing and document management efforts for over 130 participating law firms. Our claims platform also serves as both the central repository for personal injury claims adjudication and allocation functions of the Special Master.

**“I have worked with P&N on multiple large settlement projects in my role as Special Master. We are currently working together to administer a mass tort settlement where their technology platform has been able to streamline the claims process and securely manage sensitive claimant data. They are always willing to brainstorm with me when I need assistance which is why they have become a trusted partner and my first call! ”**

*Randi Ellis, Court-Appointed Special Master*

## In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)

**Nature of Work:** P&N developed a secure, customized, web-based database application that served as the framework for claim filing and document management efforts for approximately 3,700 personal injury claims. In cooperation with the Special Master, Daniel J. Balhoff, P&N also provided project management services to facilitate the logistics of the claims process life cycle. Our claims database technology also served as both the central repository for claims determinations and allocation reporting to the Plaintiff Steering Committee and Lien Resolution Administrator.

**“P&N was tasked with building out a user friendly settlement submission web-based platform, training the law firms on how it would be used, coordinating with the Special Master and Claims Administrator reviewers, exchanging information with the third party lien resolution group, and providing responsive updates and reporting to the litigation lead counsel and individual participating law firms. P&N did a phenomenal job in all respects.**

**Throughout the process, P&N provided personalized and immediately responsive service. Reporting was routinely updated and modified based upon new requests from lead counsel and the individual submitting firms were provided one-on-one service when needed. Based on my experiences with P&N, I would certainly recommend them and will actively seek to include project bids from them in any future resolution programs in which I have a part.”**

*Jon C. Conlin, Plaintiffs' Co-Lead Counsel*





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## In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)

**Nature of Work:** P&N provided full scale notice and claims administration services for this multi-settlement MDL involving over \$45,000,000 in settlement funds. The scope of P&N's services includes (1) notice administration, (2) custom website and database application development and maintenance, (3) claim data acquisition and management, (4) claims processing and deficiency curing, (5) call center support and claimant communications, (6) claim allocation determination and distribution, and (7) quality control and project management services.

**"In serving as a Court-appointed Special Master, I have worked with P&N's claims administration team on several occasions. I have always found them to be extremely attentive to detail, responsive, and committed to a high quality work product. Furthermore, they are proactive – once I tell them my goals, they come up with creative solutions to get there. The bottom line is that I can trust them to do the job right in a timely and efficient manner."**

*Daniel J. Balhoff, Court-Appointed Special Master*





## P&N Claims Administration Experience

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### SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

*The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who*



*could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

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

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

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

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

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

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

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

*The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class....was the best practicable notice under the circumstances. The Class Notice program....was reasonable and provided due and adequate notice of these*



*proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action....*

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

*The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who*





*could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.*

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

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

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

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

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

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

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

*a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order; b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due,*



*adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*

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

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

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

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

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

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

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

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

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



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

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

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

## Class Action & Mass Tort Settlement Administration

P&N provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, P&N has processed billions of dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class action and mass tort litigations.

### SAMPLE CASE EXPERIENCE



#### ENVIRONMENTAL/TOXIC TORTS

- In Re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- Sanchez et al v. Texas Brine, LLC et al.
- In Re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Howard, et al. v. Union Carbide Corporation



#### CONSUMER

- Jones et al. v. Monsanto Co.
- Siddle et al. v. The Duracell Co. et al.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Strong v. Numerica Credit Union
- Schexnayder Jr, et al. v. Entergy Louisiana, Inc., et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Duhe, Jr., et al. v. Texaco, Inc., et al.
- Martinez, et al. v. Sun West Mortgage Company, Inc.



#### TCPA

- Fabricant v. AmeriSave Mortgage Corp.
- Snyder, et al. v. U.S. Bank, N.A., et al. (Deutsche Bank Settlement and Wilmington Trust Settlement)
- Makaron v. Enagic USA, Inc.
- Story v. Mammoth Mountain Ski Area, LLC



#### MASS TORTS

- In Re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)<sup>†</sup>
- In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)<sup>†</sup>
- Chevron Richmond Refinery Fire Settlement
- DePuy ASR Inventory Settlement<sup>‡</sup>
- Essure Product Liability Inventory Settlement<sup>‡</sup>



#### ANTITRUST

- In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)<sup>\*</sup>
- In Re: Interior Molded Doors Antitrust Litigation (Indirect)



#### DATA BREACH

- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- Jackson-Battle, et al. v. Navicent Health, Inc.

<sup>\*</sup>Services provided in cooperation with The Notice Company, Inc.

<sup>†</sup>Services provided in cooperation with the Court-Appointed Special Master

<sup>‡</sup>Inventory settlement



**assurance - consulting - tax - technology**

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## Exhibit C: Information Security Processes and Qualifications

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## Information Security Processes and Qualifications

As an accounting and business advisory firm, confidentiality is a hallmark of our profession and it is of the utmost importance to our client relationships. At P&N, we are committed to keeping client data secure which is why we have designed engagement tools and policies to help ensure information security and privacy.

P&N employs professionals that maintain numerous information technology and data security certifications as well as a Service Organization Control (SOC) services team that has substantial experience in performing SOC engagements for service organizations in a variety of industries. Our SOC services team includes personnel with specialized internal control training and backgrounds. Our professionals have completed the AICPA’s SOC School and hold relevant industry certifications. Our professionals help ensure that service organizations receive the highest level of assurance over the effectiveness of their internal controls.

**P&N Team Experience & Qualifications:** P&N professionals maintain the following certifications related to information technology, data security, internal controls, and compliance:

CISA (Certified Information Systems Auditor)	CIA (Certified Internal Auditor)
CISSP (Certified Info Systems Security Professional)	CITP (Certified Information Technology Professional)
CIPP/US (Certified Information Privacy Professional/United States)	CRISC (Certified in Risk & Information Systems Control)
CIPM (Certified Information Privacy Manager)	Certified HITRUST Practitioner
JNCIS (Juniper Networks Cert. Internet Specialist)	VCP5 (VMware Certified Professional v5)
RSA/CSE (Certified Security Engineer)	VCP6 (VMware Certified Professional v6)
Checkpoint Certified Security Admin	MCITP (Microsoft Certified IT Professional)
MCITP & MCSE - Messaging	MCSE (Microsoft Certified System Engineer)
CCSP (Cisco Certified Security Professional)	CCVP (Cisco Certified Voice Professional)
CCNA (Cisco Certified Network Associate)	CCNP (Cisco Certified Network Professional)
JNCIA (Juniper Networks Certified Associate)	CCDA (Cisco Certified Design Associate)
MCNE (Master Certified Novell Engineer)	BCFP (Brocade Fiber Channel Professional)
BCSD (Brocade Certified SAN Designer)	EnCE (Encase Certified Forensic Examiner)
DOSD (Dell On Site Diagnostics)	AccessData Certified Forensic Examiner

Our security processes follow industry accepted standards such as NIST, HITRUST, CIS Controls; any required elements from regulatory bodies/legislation such as AICPA, HIPAA, HITECH, FFIEC, CUNA, various state requirements; and vendor best practices (i.e. Microsoft, Cisco, VMWare, etc.) We apply the same requirements delivered through our client engagements to our internal processes. Our work product for client engagements have been reviewed, tested, and ultimately accepted by regulatory bodies and government entities such as OCR, FFIEC, and CUNA.

P&N served as an expert in an Office for Civil Rights (OCR) investigation for a HIPAA breach at a large, national covered entity. OCR recognized P&N as “HIPAA Experts” in their final report.



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**P&N Client Data Hosting & Security:** P&N protects its own client data by utilizing data hosting and security services of Venyu, who maintains certified data centers that adhere to the most rigid standards and meet compliance regulations like PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley. More specifically, Venyu’s facilities include the following security and compliance measures:

- Venyu undergoes a comprehensive annual SSAE16 SOCII audit that tests and verifies all data center, security, business process, and customer management controls.
- Physical security - onsite security personnel, monitoring, video surveillance, biometric and access card, and man-trap access to data center floor.
- Venyu Data Centers have earned the Coalfire badge signifying PCI compliance.
- Venyu Cloud Backup Services and Hosting Services fulfill the requirements of the Health Information Portability & Accountability Act (HIPAA), including data integrity, authentication, contingency planning, and access/audit controls as the relate to electronic Protected Health Information.
- Venyu backup services fulfill the requirements of the Sarbanes-Oxley Act as it relates to record retention, records production, internal controls, and record alteration and destruction.
- FINRA (NASD 3510) require members’ business continuity and contingency plans to include procedures to satisfy obligations to clients in the event of an emergency or outage. A key component to any business continuity plan, Venyu delivers remote backup and redundant hosting services to fulfill the requirements of FINRA related to business continuity planning and readiness.

More information can be found at <https://www.venyu.com/compliance/>.



Venyu Solutions L.L.C. undergoes an annual System and Organizational Controls 2 (SOC 2), Type II exam covering the Security, Confidentiality, Availability, and Processing Integrity Trust Services Categories. P&N has reviewed the most recent independent auditor report and attest that the scope addressed the current SOC 2, Type II trust services criteria for the in scope categories and the audit opinion was unmodified (“clean” opinion), in all material respects. Based on P&N’s ongoing vendor monitoring procedures, Venyu’s SOC 2, Type II exams have consistently included an unmodified opinion.





**General Security Measures:** P&N protects data at rest with either encryption or firewalls. Systems that store or transmit personal information have proper security protection, such as antivirus software, with unneeded services or ports turned off and access to needed applications being properly configured. In addition, all employees and personnel that have access to organizational computer systems must adhere to the password policies defined by the firm in order to protect the security of the network, protect data integrity, and protect computer systems. P&N's policy is designed to protect the organizational resources on the network by requiring strong passwords along with protection of these passwords, and establishing a minimum time between changes to passwords.

**Two-Factor Authentication:** Our proprietary claims management database application utilizes two-factor authentication provided by Duo Security (<https://duo.com>) for all system users. As described by Duo, *“two-factor authentication adds a second layer of security to your online accounts. Verifying your identity using a second factor (like your mobile phone or other mobile device) prevents anyone but you from logging in, even if they know your password.”*



**IDS - Ongoing Periodic Security/Vulnerability Scans and Access and Event Monitoring:** P&N's technology services team monitors and manages IDS and IPS alerts in real-time using Checkpoint's Next Generation Firewall to analyze all events and identify threats. Events are correlated across all available information sources, including other IDS and IPS devices, firewall logs, network devices, host and application logs and vulnerability scan results. Risks are responded to immediately so that the threat is countered.

### Encryption

**Encryption Policy for Confidential Information:** P&N utilizes email encryption software. This software allows us to provide a secure method for the transmission of confidential information. Employees are instructed that all emails with confidential data sent outside of P&N's networks must be encrypted. To access email attachments, including financial statements and other confidential documents, a one-time setup of a login and password is required. This allows our clients to be confident that the information we send via email remains confidential and secure.

In addition, any confidential data transmitted through a public network (e.g., Internet) to and from vendors, customers, or entities doing business with P&N must be encrypted or be transmitted through an encrypted tunnel. Confidential data must be transmitted through a tunnel encrypted with VPN or Secure Socket Layer (SSL) technology.





**Encrypting Laptop Hard Drives:** To protect the confidentiality of client information, the hard drives of all P&N laptops are encrypted with the latest information security technology. This encryption software allows the user a simplified login that opens the encryption and subsequently the Windows software. For the user, the onetime login process is seamless. If the laptop is stolen, the data is not accessible without the login and unscrupulous users are shut out of the system.

**Encryption Strength:** All encryption mechanisms implemented to comply with this policy must support a minimum of, but not limited to the industry standard of 128-bit encryption.

**Mass Data Transmission Through Secure Web Portal:** In our efforts to use technology to make our client relationships more effective and efficient, P&N can establish a secure web portal for data transfer on an as-needed basis. Simply put, a secure web portal is a password protected area on our servers that allows users to securely transfer and retrieve information. When transferring a large volume of documents, using a secure web portal is a more efficient practice than traditional methods.

**Limited Access to Information:** P&N makes every reasonable effort to limit access to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request of information resources.

**Data Backup and Recovery:** P&N backs up domain controllers, central servers, the entire email system, and certain personal files. Servers are backed up to ensure that files which could become corrupted or deleted may be retrieved. The standard server backup retention/restore time is thirty days. A full backup is performed once a week and will save every file on the server, including the operating system. An incremental backup is performed nightly, except for those nights when a full backup is scheduled, and will save every file that has not yet been saved on a full backup. E-mail servers are backed up in full daily and retained for seven days for disaster recovery use only.

**Off-site Storage Policy:** In addition, our backups are replicated off-site on a daily basis to P&N's data center hosted by EATEL Business ([www.eatelbusiness.com](http://www.eatelbusiness.com)). Our data center is a highly secure facility with alarms, controlled access, fire suppressors, redundant and emergency power generators – everything necessary to ensure valuable customer data is always secure. Additional information related to network and physical security of this data center can be found on EATEL Business's webpage.

**Employee Security Protocols Training and Testing:** All firm employees are required to complete annual security awareness training. This is a web-based interactive training using common traps, live demonstration videos, short tests and the new scenario-based Danger Zone exercises. The training specializes in making sure employees understand the importance of protecting information like PII and mechanisms of spam, phishing, spear phishing, malware, ransomware and social engineering, and are able to apply this knowledge in their day-to-day jobs. Every new employee is required to complete HIPAA Training and every current employee is required to complete HIPAA Training every other year. All P&N compliance training is maintained in the firm's Learning Management System (LMS) for record keeping purposes.



## Quality Control

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Our claims administration teams include professionals trained and certified in, among others, the following areas: project management (PMP), accounting (CPA), internal controls and risk (CIA), information systems controls (CISA), fraud examination (CFE), information systems security (CISSP), and legal analysis (JD).

Our project initiation phase includes an identification of critical focus areas and implementation of a plan that covers the following key components of quality control in the context of claims administration service delivery.

**Resource Consistency & Training:** Because we maintain a large, diverse professional workforce, our team is scalable without the need for temporary employees for every major project. This organic scalability is important in terms of retained process knowledge as well as consistency of execution and deliverables.

**Data Validation:** P&N implements proactive data validation measures into our online claims platform to minimize claim deficiencies, duplication, and anomalies that require dedication of resources and expenses throughout the claims process.

**Segregation of Duties:** Segregation of duties is important for risk mitigation and internal control – particularly in the accounting function for large fund projects. The diversity and scalability of our workforce would allow each high risk component of the claims life cycle to be performed by a team member that specializes in the relevant professional area (*rather than a single project manager or assigned resource*).

**Technology & Software Analysis Tools:** P&N utilizes various software tools to assist in the execution of quality control procedures and identification of suspicious activity. Our systems include “fuzzy” matching logic which allows us to detect and address duplicate claim submissions. We also maintain service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to report our findings to the parties and Court as appropriate.

**Internal Controls:** For high risk projects and data sets, our team is able to utilize our Certified Internal Audit (CIA) and other control and risk advisory professionals to design data management and processing protocols that ensure proper internal controls are established.





## Fraud, Waste, and Abuse Detection and Prevention

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We believe that effective claims administration protocols include fraud detection and prevention but also include mechanisms that combat waste and abuse from legitimate, non-fraudulent sources. P&N uses a variety of techniques to prevent and deter fraud as well as monitor areas that are at high risk for wasteful and abusive claims activity. The following sections outline various methods that we employ to fight fraud, waste, and abuse (FWA) in our claims programs.

**Data Validation:** One mechanism that helps prevent abuse of the claims process, particularly in a claims process that requires minimal documentation (or no claim support), is to implement a maximum number of “units” that can be claimed without supporting documentation. Enforcing a process in which “high volume” claims follow a particular protocol allows us to easily identify high risk claims and implement particular audit or verification procedures focused on that subset of claim submissions.

It may also be reasonable to establish claim filing rules that help proactively prevent duplicative claim submissions. For example, it may be reasonable to limit claims to one-per-user or one-per-household basis. In this situation, the online claims filing platform may be programmed to reject the submission of claims if a previous claim exists that includes the same attributes such as email address, mailing address, or other information such as serial/model number, etc.

**Duplicate Claim Identification:** Of course, data validation methods are effective only to the extent that the claim submission rules do not become a barrier to participation. Therefore, it is also necessary to utilize techniques to ensure that duplicate claims are identified after they are submitted.

To meet this need, P&N utilizes technology that includes “fuzzy” matching logic which allows us to detect and address duplicate claim submissions by going beyond exact matches and analyzing claims that have similar characteristics across a number of fields. For example, we may compare claims that have a combination of 90% commonality amongst the claimant name and 95% match for mailing address (and vice versa). *Using these techniques across different claimant attributes has allowed us to identify thousands of duplicative claims that otherwise do not appear suspicious.*

**Data Analytics:** Another method that helps to identify potential FWA activity is the use of data analysis. Our business intelligence professionals utilize custom reporting to identify anomalies in large claims datasets and assess those outliers. We utilize exception reporting to capture scenarios that exist within the data (but should not reasonably be possible) so that we can take appropriate corrective action as needed.

**Research Tools:** P&N maintains service subscriptions for technology programs that allow us to research potential fraudulent claim submissions and enables us to either confirm the legitimacy of claim information or document findings so that we can report to the parties and Court as appropriate.



The following examples illustrate our experiencing in employing fraud detection and prevention tools and processes in the class action settlement environment:

### **CRT Antitrust Litigation**

P&N helped establish various thresholds for claims audit procedures as well as executed many different claims analysis processes to identify high risk or suspicious claims activity.

**To date, P&N's efforts have resulted in a recovery of over \$100 Million in settlement fund value.** We have achieved significant results related to (a) ineligible claim withdrawals, (b) duplicate claim identification, (c) adjustments resulting from completed claim audits, and (d) FWA procedures. The value of the recovery is determined by the total per-unit dollar value *increase* of all units which remain in the settlement program as a result of the claims review process.

### **Deepwater Horizon Economic Claims Center (DHECC)**

**P&N provided personnel to help create the fraud, waste and abuse (FWA) team for this program.** This team managed and oversaw the investigative review process of potentially fraudulent Business Economic Loss and Seafood claims.

**Engineering the Process** – P&N created the investigative work plans, consistency guidelines and a quality checklist to drive uniformity of each investigation. The guidelines documented standard language, management decisions, investigation requirements, scope and best practices.

**Predictive Analysis (Statistical Analysis Software, or SAS)** – Our analysts recommended data points and metrics for predictive modeling and anomaly detection within the data analytics software used to automate the way in which potentially fraudulent claims were identified. Our team tested the weighted business rules used to score claims based on where they fell on a spectrum, which allowed for the prioritization of claims with a higher likelihood of fraud.

**Investigation & Reporting** – P&N's FWA team performed a thorough investigation of the financial records for claims identified by SAS in addition to internal and external referrals as having indicia of fraud. Investigations included review of documentation germane to claim, identification and investigation of red flags, and outreach to claimants or third parties, as necessary. The fraud team created a summary of fraud findings for each claim utilizing analysis and state and federal databases. Analysts prepared detailed court documents for appeals panelists in the event claimants appealed the initial findings, and circulated internal reports of possible organized fraud schemes.