

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

ROY WHITE, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

GENERAL MOTORS LLC,

Defendant.

Case No.: 1:21-CV-00410-CNS-MEH

Judge Charlotte N. Sweeney

Magistrate Judge Michael E. Hegarty

**PLAINTIFF’S UNOPPOSED MOTION FOR ORDER MODIFYING CLASS
DEFINITION AND APPROVING CLASS NOTICE**

WHEREAS, Plaintiffs filed this action on behalf of themselves and all others similarly situated against General Motors LLC (“GM”) alleging an oil consumption defect in certain 2011-2014 Chevrolet Avalanche, Silverado, Suburban, Tahoe, and GMC Sierra, Yukon, and Yukon XL vehicles equipped with Generation IV LC9 5.3 Liter V8 Vortec 5300 engines (“LC9 Engines”).

WHEREAS, on May 5, 2023, the Court a Colorado statewide class defined as:

- All purchasers and lessees of a 2011-2014 Chevrolet Avalanche, 2011-2014 Chevrolet Silverado, 2011-2014 Chevrolet Suburban, 2011-2014 Chevrolet Tahoe, 2011-2014 GMC Sierra, 2011-2014 GMC Yukon, and 2011-2014 GMC Yukon XL manufactured on or after February 10, 2011 that was equipped with a Generation IV 5.3-Liter V8 Vortec 5300 LC9 engine that was purchased or leased in the State of Colorado.¹

¹ ECF No. 82.

WHEREAS, the Parties have conferred and agreed that it is appropriate to include the following limitation in the class definition: Any vehicle that has received free upgraded piston rings under warranty is excluded from the class.

WHEREAS, the Parties have conferred and agreed as to appropriate forms of class notice pursuant to Federal Rule of Civil Procedure 23(c)(2).

WHEREAS, Plaintiffs have selected, and GM does not object to, Postlethwaite & Netterville, APAC (“P&N”) as the proposed notice administrator.

WHEREAS, Plaintiffs and P&N will obtain from GM the VIN numbers for Class Vehicles sold new through GM-authorized dealerships in Colorado; as well as VIN numbers for Class Vehicles sold certified pre-owned through GM-authorized dealerships in Colorado.

WHEREAS, as detailed in the declaration of Brandon Schwartz of P&N (“Schwartz Declaration”), attached hereto, P&N will provide those VINs to S&P Global or its subsidiary R.L. Polk & Co. (collectively, “Polk”), a leader in automotive data solutions to obtain names and addresses of individuals associated with vehicle registrations for each VIN.

WHEREAS, as detailed in the Schwartz Declaration, P&N will collaborate with a third-party data provider to append email addresses, where available, to the names and addresses provide by Polk.

WHEREAS, as detailed in the Schwartz Declaration, P&N will provide direct mailed notice, through a postcard and via the United States Postal Service, to all identifiable Class members.

WHEREAS, as detailed in the Schwartz Declaration, P&N will provide email notice to facially valid email addresses obtained through reverse look-up.

WHEREAS, the proposed “short form notice,” to be used for direct mail and email notice, is attached as Exhibit C to the Schwartz Declaration;

WHEREAS, as detailed in the Schwartz Declaration, P&N will engage in a supplemental digital campaign designed to serve digital notice, over social media websites and other websites, to likely Class members.

WHEREAS, as detailed in the Schwartz Declaration, P&N will create and maintain a website dedicated to this action on which class notice will be provided, and the postcards, emails, and digital marketing materials will provide a link to this website.

WHEREAS, the proposed “long form notice,” to be provided on the website, is attached as Exhibit D to the Schwartz Declaration.

ACCORDINGLY, plaintiffs respectfully move for the Court’s approval of the following class definition modification and notice plan:

- The class definition is modified to exclude: Any vehicle that has received free upgraded piston rings under warranty is excluded from the class
- Class notice shall be administered by P&N, as detailed in the Schwartz Declaration, and through the forms of notice attached as Exhibits C and D to the Schwartz Declaration;
- The deadline for sending class notice shall be: February 9, 2024;
- The last day for opt-outs shall be: April 5, 2024;
- Polk is ordered to license, pursuant to the agreement between Polk and P&N, the owner contact information solely for the use of providing the class notice in this action and for no other purpose; and
- The Parties are authorized to obtain the names and mailing addresses of Class members from Polk.

DATED: December 8, 2023

Respectfully submitted,

/s/ Daniel R. Ferri

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Class Counsel

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2023, I electronically filed the foregoing document with the Court via CM/ECF, which will automatically send notice and a copy of the same to counsel of record via electronic mail.

/s/ Daniel R. Ferri
Daniel R. Ferri

**UNITED STATES DISTRICT COURT
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Case No.: 1:21-CV-00410-CNS-MEH

Judge Charlotte N. Sweeney

Magistrate Judge Michael E. Hegarty

**DECLARATION OF BRANDON SCHWARTZ
IN SUPPORT OF MOTION FOR ORDER APPROVING CLASS NOTICE**

I, Brandon Schwartz, declare:

1. I am a Director of Legal Notice preparing this Declaration for the proposed Class Administrator, Postlethwaite & Netterville, APAC (“P&N”)¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased notice programs for complex litigation. We were asked by Plaintiffs’ Counsel to develop and execute the proposed class certification notice plan (“Notice Plan”) and administer the class certification notice process in the above-referenced matter (the “Action”). The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements. 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.

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

EXPERIENCE

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

4. I have designed, implemented, and managed notice campaigns for more than 100 cases. Some of the cases in which my media plans have featured include: *Siqueiros v. General Motors LLC*, No. 3:16-cv-07244 (N.D. Cal.); *Quackenbush, et al. v American Honda Motor Company, Inc. et al.*, 3:20-cv-05599 (N.D. Cal.); *Weidman, et al. v. Ford Motor Company*, 2:18-cv-12719 (E.D. Mich.); *Krommenhock v. Post Foods, LLC*, No. 3:16-cv-04958 (N.D. Cal.); *Hadley v. Kellogg Sales Company*, No. 5:16-cv-04955 (N.D. Cal.); *Jones v. Monsanto*, No. 4:19-cv-00102 (W.D. Mo.); *In re: Sonic Corp. Customer Data Breach* Litigation, No. 1:17-md-02807 (N.D. Ohio); and *In re: Interior Molded Doors Indirect Purchaser Antitrust Litigation*, No. 3:18-cv-00850 (E.D. Va.). A description of my experience is attached as **Exhibit A**.

5. As outlined in the following section, the courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit B**) and the effectiveness of my class action notice plans. A sample of court opinions on the adequacy of our notice efforts:

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

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

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

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

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

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

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

- d. In the matter *Hadley, et al. v. Kellogg Sales Company*, No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh ruled 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).

- e. Additionally, on May 11, 2021, in the Order Granting Motion for Final Approval of Class Settlement in *Winters, et al. v. Two Towns Ciderhouse, Inc.*, No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant ruled::

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.

OVERVIEW

6. We understand the Court has certified the following class:

All purchasers and lessees of a 2011-2014 Chevrolet Avalanche, 2011-2014 Chevrolet Silverado, 2011-2014 Chevrolet Suburban, 2011-2014 Chevrolet Tahoe, 2011-2014 GMC Sierra, 2011-2014 GMC Yukon, and 2011-2014 GMC Yukon XL manufactured on or after February 10, 2011 that was equipped with a Generation IV 5.3-liter V8 Vortec 5300 LC9 engine that was purchased or leased in the State of Colorado.

7. Excluded from all of the Class is: (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons that have litigated claims involving Class Vehicles against GM to final judgment; (3) all entities and natural persons who, via a settlement or otherwise, delivered to GM releases of their claims involving Class Vehicles; (4) GM's employees, officers, directors, agents, and representatives, and their family members; and (5) all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

8. We understand that counsel has also asked for the Class definition, above, to be modified to exclude vehicles that have received free upgrade piston rings under warranty.

9. The objective of the Notice Plan is to inform Class Members of their due process rights and provide the opportunity to exclude themselves prior to the date set by the Court.

CLASS CERTIFICATION NOTICE PLAN

10. We understand that Plaintiffs' Counsel will provide a database of approximately 10,000 Class Vehicles and their associated Vehicle Identification Numbers ("VINs"). In order to identify Class Members and their relevant mailing information from VINs associated with the Class Vehicles, we will coordinate with S&P Global, which licenses state motor vehicle data

through its R. L. Polk & Co. (“Polk”) entity,² a leader in automotive data solutions, to obtain names and addresses of individuals associated with vehicle registrations for each VIN. The resulting list will be reviewed for duplicates and other possible discrepancies.

11. Following the review for duplicates and discrepancies, we will collaborate with a third-party data provider specializing in aggregating consumer data and identity verification to append email addresses, where available, to the names and addresses provided by Polk (“Direct Notice List”).

12. We will provide individual notice to all Class Members identified in the Direct Notice List. Where both a mailing address and an email address exist for a Class Member, they will receive a Postcard Notice and an Email Notice. In addition, a supplemental paid media campaign targeting (described below) the owners or lessees of the Class Vehicles will support and strengthen the overall Notice Plan.

Mailed Notice

13. The short form notice, attached hereto as **Exhibit C**, will be mailed (the “Postcard Notice”) via United States Postal Service (“USPS”) First Class Mail. Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by USPS to ensure the accuracy and currency of Class Member address information for proper formatting and mail delivery. Additionally, the addresses will be validated through the Coding Accuracy Support System (“CASS”) to uphold zip code precision, while Delivery Point Validation (“DPV”) will be employed to verify address accuracy. In the event that NCOA provides a more current mailing address for a Class Member, we will update the address

² Polk is a leader in automotive intelligence by providing access to the most comprehensive source of new and used vehicle sales and registration data at a national and regional level. Vehicle data includes make, model and technical details, among others, as well as contact information associated with vehicle registration.

accordingly. In instances where a Postcard Notice is returned with forwarding address information, we will re-send to the newly provided address. For any Postcard Notices that are returned as undeliverable, we will utilize standard skip-tracing techniques to obtain forwarding address information. If skip-tracing yields an alternative forwarding mailing address, we will re-mail the notice to the address identified through the skip-tracing process.

Email Notice

14. We will also format the short form notice for distribution via email (“Email Notice”) to all facially valid email addresses obtained through reverse look-up. The Email Notice will be created using embedded html text format, presenting a user-friendly and easily readable layout that avoids the inclusion of tables, graphs, or any other elements that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP” or “ISPs”). Additionally, we are committed to adhering to email industry best practices, incorporating essential elements such as 'unsubscribe' links, readily available Administrator contact information, and the utilization of multiple IP addresses with established sender reputations.³

15. To safeguard the integrity and optimize the deliverability of the Email Notice, all emails undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk

³ ISP’s assign scores, or sender reputation, to domains and IP addresses which tells email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g. open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

validation. We will monitor and report to the Parties and the Court all email delivery attempts. In instances where an email is returned as undeliverable, commonly known as a 'bounce,' the specific reason for the bounce will be documented. If an email address is determined to be non-existent as attempted, this will be categorized as a 'hard bounce,' and no further delivery attempts will be made to that address. Instances where the inbox is full, initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as 'soft bounces.' To mitigate the number of undelivered emails resulting from soft bounces, we will continue making re-send attempts to addresses experiencing a soft bounce for a period of 72-hours. If an email remains undeliverable after this 72-hour period, it will be deemed undeliverable, and no additional delivery attempts will be pursued for that particular email address.

Supplemental Digital Banner Notice

16. We will run digital notices on select websites that potential Class Members are likely to regularly visit, use ad networks based on their cost efficiency, real-time targeting, and their broad network of partner websites, as well as social media advertising on Facebook and Instagram.

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

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

- *Geo-Targeting* – Colorado;
- *Customer Match* – target users derived from the Direct Notice List
- *Look-alike* – target users that share similar characteristics to the Direct Notice List
- *Demography* – target users based on age, income, etc.;
- *Behavioral* – individuals who previously viewed or searched for information related to the Class Vehicles;
- *Contextual* – individuals who are accessing and reading content or watching videos related to the Class Vehicles;
- *Interest-based* – individuals who have “liked” social media account(s) for Chevrolet or GMC;
- *Engagement* – individuals who have shared or commented on Chevrolet or GMC social media account(s);
- *Language* – individuals who utilize English and Spanish language websites;
- *Device* – individuals on both desktop and mobile devices; and
- *Select Placement* – high traffic premier websites in the shopping, sports, weather, entertainment, and local sites. Sites such as WashingtonPost.com, NYTimes.com, WebMD.com, ESPN.com, FoxNews.com, and Weather.com are a few of the premier sites that will be utilized.

19. The banner notices will have the opportunity to run on thousands of websites through Google Display Network allowing the notices to appear on websites that are relevant to the user. These sites will provide an opportunity for a Class member to see the banner notice while they are reading content relevant to them.

20. In addition to the digital notices described above, banner notifications will run on the top-visited social media sites Facebook and Instagram. These sites represent the leading group of social network sites with over 250 million users in the United States. Social media emphasizes user-driven content sharing, thereby facilitating the organic dissemination of notices through trusted channels utilized by Class Members in their regular communication. Notices on Facebook and Instagram will appear in a user's feed.

21. The banner notices will utilize standard Interactive Advertising Bureau ("IAB") ad sizes (350x250, 728x90, 970x250, 300x600) and custom ads sizes according to Facebook and Instagram advertising guidelines.

22. Combined, we estimate that the digital banner notice program will generate more than 14 million impressions.

Informational Website

23. We will create and maintain a website dedicated to this Action. The website address will be included in the Postcard Notice, Email Notice, and all digital banners will link directly to the informational website. The Class Notice, attached hereto as **Exhibit D** and the Exclusion Form, attached hereto as **Exhibit E**, along with other relevant documents, will be posted on the informational website for Class Members to review and download. The Parties shall have the opportunity to review and approve the URL address of the informational website, and all content on the website, before it goes live. Should any Party have any objection to the website address or the content on the website, the Parties shall work together in good faith to resolve the issue before the website is made available to the public. The informational website will also include relevant dates, other case-related information, instructions for how to be excluded from the Class, and contact information for the Administrator.

Dedicated Toll-Free Hotline

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

Requests for Exclusion

25. Potential Class Members wishing to exclude themselves may submit their request for exclusion by mail to a Post Office Box that we will maintain. We will monitor all mail delivered to that Post Office Box and will track all exclusion requests received, which will be provided to Class Counsel.

CONCLUSION

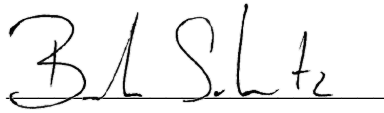
26. The proposed Notice Plan includes individual direct notice – written in accordance with plain language guidance – to all members of the class who can be identified through reasonable efforts; a supplemental paid publication program; an informational website; and a toll-free hotline. This Notice Plan will provide the best notice that is practicable under the circumstances.

27. It is my opinion, based on my expertise and experience and that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.⁴

⁴ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950)

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

Executed this 7th day of December, 2023 in Portland, Oregon.

A handwritten signature in black ink, appearing to read "B. Schwartz", written over a horizontal line.

Brandon Schwartz

Exhibit A: CV of Brandon Schwartz



Brandon Schwartz



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. Ibox 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



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



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



Class Action – Mass Tort – Claims Administration – Disbursement

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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.



Exhibit B: CV of P&N



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Introduction

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.***





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Notable Claims Administration Experience and Testimonials

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.





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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





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P&N Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

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

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

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

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

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

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

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

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



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- **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.



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- **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.



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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).



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- **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



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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



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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.



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- **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



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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,



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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.



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- ***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)[†]
- In Re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[†]
- Chevron Richmond Refinery Fire Settlement
- DePuy ASR Inventory Settlement[‡]
- Essure Product Liability Inventory Settlement[‡]



ANTITRUST

- In Re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)^{*}
- 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.

^{*}Services provided in cooperation with The Notice Company, Inc.

[†]Services provided in cooperation with the Court-Appointed Special Master

[‡]Inventory settlement

Exhibit C: Short Form Notice

IF YOU PURCHASED OR LEASED A MODEL YEAR 2011-2014 CHEVROLET AVALANCHE, SILVERADO, SUBURBAN, OR TAHOE, OR A MODEL YEAR 2011-2014 GMC SIERRA, YUKON, OR YUKON XL VEHICLE EQUIPPED WITH A GENERATION IV LC9 5.3 LITER V8 VORTEC 5300 ENGINE IN COLORADO, A CLASS ACTION MAY AFFECT YOUR RIGHTS.

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

What is the lawsuit about? Plaintiffs allege that the LC9 Engines in every Class Vehicle contain an inherently defective piston assembly which may lead to excessive oil consumption and related engine problems. GM denies any wrongdoing or liability for the claims alleged, and specifically denies that any Class Vehicle is defective.

Am I in a Class? The “Class Vehicles” are: 2011-2014 Chevrolet Avalanches, Silverados, Suburbans, Tahoes, and 2011-2014 GMC Sierras, Yukons, and Yukon XLs manufactured on or after February 10, 2011 that was equipped with a Generation IV 5.3-Liter V8 Vortec 5300 LC9 engine that was purchased or leased in the State of Colorado. Any vehicle that has received free upgraded piston rings under warranty is excluded from the Class. If you purchased or leased a Class Vehicle in the State of Colorado, you are in the Class.

Visit www.XXXXXXXXXXX.com or call 1-(XXX)-XXX-XXXX for more information.

GM 5300 LC9 Colorado Class Action

P.O. Box 3314
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

[FIRST NAME] [LAST NAME]

[ADDRESS]

[ADDRESS]

[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

How do I participate in this class action? If you fall within the definition of the Class, you are a Class Member. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, in this lawsuit, and will be able to participate in any relief obtained by plaintiffs in the case. By doing nothing, you will remain part of the case and you will give up your rights to sue GM separately about the same legal claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later. However, in the event of a settlement, you will have an opportunity to object if you disagree with the terms of the settlement.

How do I ask the Court to exclude me from the Classes? If you wish to be excluded from the Class and retain all your rights against GM in this case, you must mail a written request for exclusion to the Notice Administrator by [DATE]. A Request for Exclusion form is available at www.XXXXXXXXXX.com. Be sure to provide your name and address and to sign your request. You must send your request to: GM 5300 LC9 Colorado Class Action, P.O. Box 3314, Baton Rouge, LA 70821.

Do I have an attorney in this case? Adam J. Levitt, John Tangren, and Daniel Ferri of DiCello Levitt Gutzler LLC and W. Daniel “Dee” Miles, III, H. Clay Barnett, III, and Mitch Williams of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. represent the Class and Class Members in the litigation.

How do I get more information? For more information on the Class and the litigation, you may contact Class Counsel or the Notice Administrator using the contact information below. You may also access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at (<http://ecf.cod.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for District of Colorado, 901 19th Street, Denver, CO 80294, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Correcting your mailing address. If this Notice was forwarded by the postal service, or if it was sent to an individual or address that is not correct or current, you should immediately contact the Notice Administrator at www.XXXXXXXXXX.com.

PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR GENERAL MOTORS ABOUT THE CLASS ACTION OR THE LITIGATION PROCESS.

Exhibit D: Class Notice

**UNITED STATES DISTRICT COURT
DISTRICT OF COLORADO**

NOTICE OF PENDENCY OF CLASS ACTION

IF YOU PURCHASED OR LEASED A MODEL YEAR 2011-2014 CHEVROLET AVALANCHE, SILVERADO, SUBURBAN, OR TAHOE, OR A MODEL YEAR 2011-2014 GMC SIERRA, YUKON, OR YUKON XL VEHICLE EQUIPPED WITH A GENERATION IV LC9 5.3 LITER V8 VORTEC 5300 ENGINE, A CLASS ACTION MAY AFFECT YOUR RIGHTS

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

PLEASE READ THIS NOTICE CAREFULLY

This Notice explains that the Court certified a class action lawsuit and that your rights may be affected. The lawsuit alleges defects in certain 2011-2014 Chevrolet Avalanche, Silverado, Suburban, Tahoe, and GMC Sierra, Yukon, and Yukon XL vehicles equipped with Generation IV LC9 5.3 Liter V8 Vortec 5300 engines (“LC9 Engines”). The lawsuit is pending in federal court in Denver, Colorado (the “Court”). The purpose of this Notice is to inform you about how the lawsuit may affect your rights and what steps you may take. This Notice is not an expression by the Court of any opinion as to the merits of any of the claims or defenses asserted by either side in this lawsuit.

This Notice provides a summary of the lawsuit. It also describes who is eligible to be included in the Class, the effect of participating in this lawsuit as a class member, and how to request exclusion from the Class.

Your legal rights and options in this lawsuit are summarized below.

LEGAL RIGHTS AND OPTIONS	
ASK TO BE EXCLUDED BY [DATE]	<p>If you do not want to participate in the Class, you can exclude yourself by mailing a request for exclusion by [DATE]. This is the only option that allows you to retain any rights you may have against GM over the claims in this case. You must send your written request for exclusion to the address listed below:</p> <p>GM 5300 LC9 Colorado Class Action P.O. Box 3314 Baton Rouge, LA 70821</p> <p>If you decide you do not want to participate in the Class and you do <u>not</u> make a timely request for exclusion as described above, you will still be bound by the jury’s verdict, should the case go to trial.</p>
DO NOTHING AT THIS TIME	<p>If you wish to remain in the class, you do not need to do anything at this time.</p>

Any questions? visit [www. \[REDACTED\]](http://www. [REDACTED]) or call 1-XXX-XXX-XXXX.

Any questions? Read below, or visit [www. \[REDACTED\]](#).

BACKGROUND INFORMATION

1. Why is there a Notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Why is this lawsuit a class action?

WHO IS IN THE CLASS

5. Am I in a Class?
6. I am still not sure if I am included.

YOUR RIGHTS AND OPTIONS

7. How do I participate in this class action?
8. Why would I ask to be excluded?
9. How do I ask the Court to exclude me from the Class?

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?
11. Should I get my own attorney?

GETTING MORE INFORMATION

12. How do I get more information?
13. Correcting your mailing address.

1. Why is there a Notice?

This Notice explains that the Court has allowed or “certified” a class action lawsuit that may affect your rights. This Notice informs you of the nature of the litigation and describes your rights and options. Judge Charlotte N. Sweeney of the United States District Court for the District of Colorado is overseeing this lawsuit. The lawsuit is known as *White. v. General Motors, LLC*, and the case number is 1:21-cv-00410-CNS-MEG. If you receive a notice in the mail, records of state department of motor vehicles show that you may have purchased or leased a Class Vehicle in Colorado.

The “Class Vehicles” are: 2011-2014 Chevrolet Avalanches; 2011-2014 Chevrolet Silverados; 2011-2014 Chevrolet Suburbans; 2011-2014 Chevrolet Tahoes; 2011-2014 GMC Sierras; 2011-2014 GMC Yukons; and the 2011-2014 GMC Yukon XLs with LC9 engines and manufactured on or after February 10, 2011. Any vehicle that has received free upgraded piston rings under warranty is excluded from the class.

2. What is this lawsuit about?

Plaintiff alleges that the LC9 Engines in the Class Vehicles contain an inherently defective piston assembly, and that the defect is manifest in every Class Vehicle causing excessive engine wear. Plaintiff alleges that excessively worn piston rings may lead to excessive oil consumption, which causes spark plug

Any questions? visit [www. \[REDACTED\]](#) or call 1-XXX-XXX-XXXX.

fouling, rough idling, rough acceleration, check engine light activation, engine shutdown commands from the instrument cluster, oil loss/burn and may eventually lead to permanent engine damage or shutdown.

GM denies any wrongdoing or liability for the claims alleged, and specifically denies that any Class Vehicle is defective.

A trial has not yet been scheduled in the case. During the trial, the jury will hear all of the evidence and will reach a decision about whether Plaintiff has proven the merits of the Class's claims. There is no guarantee that the Plaintiff will win or that there will be any relief for the Class.

You do not need to attend the trial. Plaintiff's counsel and the Class Representative will present the Plaintiff's case for the Class, and GM will present its defenses. You or your own lawyer are free to attend the trial at your own expense.

3. What is a class action and who is involved?

In a class action lawsuit, people called the "Class Representatives" sue on behalf of themselves and other people who have similar claims. All of the people together are called a "Class" or "Class Members." The company the Class Representatives have sued (in this case GM) is called the Defendant. One court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

4. Why is this lawsuit a class action?

The Court decided that the Class Representative's claim for breach of implied warranty of merchantability against GM can proceed as a class action because it meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts.

5. Am I in a Class?

The Class is defined as follows:

- All purchasers and lessees of a 2011-2014 Chevrolet Avalanche, 2011-2014 Chevrolet Silverado, 2011-2014 Chevrolet Suburban, 2011-2014 Chevrolet Tahoe, 2011-2014 GMC Sierra, 2011-2014 GMC Yukon, and 2011-2014 GMC Yukon XL manufactured on or after February 10, 2011 that was equipped with a Generation IV 5.3-Liter V8 Vortec 5300 LC9 engine that was purchased or leased in the State of Colorado.

Excluded from the Class are: (1) all federal court judges who have presided over this case and any members of their immediate families; (2) all entities and natural persons that have litigated claims involving Class Vehicles against GM to final judgment; (3) all entities and natural persons who, via a settlement or otherwise, delivered to GM releases of their claims involving Class Vehicles; (4) GM's employees, officers, directors, agents, and representatives, and their family members; and (5) all entities and natural persons who submit a valid request for exclusion following this Notice of Pendency of Class Action in this litigation.

6. I am still not sure if I am included.

If you are still not sure whether you are a member of the Class, you can call or write to Class Counsel at the phone numbers or addresses listed below. Do not call the Court.

Any questions? visit www. [REDACTED] or call 1-XXX-XXX-XXXX.

**You must decide whether to stay in the Class, ask to be excluded, or opt out of the Class.
You have until [DATE] to exclude yourself.**

7. How do I participate in this class action?

If you fall within the definition of the Class described above, you are a Class Member. As a Class Member, you will be bound by any judgment or settlement, whether favorable or unfavorable, in this lawsuit, and will be able to participate in any relief obtained by the Plaintiff on behalf of the Class. Whether Plaintiff wins or loses, you will not be able to bring individual legal claims against GM based on the same legal theories certified for class treatment in this case, nor will you be able to obtain any relief in connection with such claims, other than the relief obtained by the Class. You will also be bound if judgment is rendered in favor of GM.

IF YOU WISH TO REMAIN A CLASS MEMBER, YOU DO NOT NEED TO DO ANYTHING

By doing nothing, you will remain part of the case and you will give up your rights to sue GM separately about the same legal claims involved in this action. No judgment or settlement has occurred at this time. If you do not ask to be excluded from the Class now, you will not have the right to seek exclusion later, such as at the time of settlement or judgment. However, in the event of a settlement, as a Class Member, you will have an opportunity to present an objection to the Court if you disagree with the terms of the settlement. If you stay in the Class and Plaintiff obtains benefits for the Class Members, either as a result of the trial or a settlement, you will be notified about how to apply for benefits.

8. Why would I ask to be excluded?

You may want to exclude yourself if you do not want to participate in this litigation at all. If you exclude yourself from the Class—which means to remove yourself from the Class, and is sometimes called “opting out” of the Class—you will not get any benefits from this litigation.

If your exclusion request is complete and properly submitted before the deadline, you will not be bound by the outcome of the litigation, and you will be free, if you choose, to pursue your own lawsuit against GM based on malfunctions of the same alleged vehicle defect. Any separate litigation you choose to bring may be subject to a statute of limitations, or other time-sensitive requirements.

9. How do I ask the Court to exclude me from the Class?

If you wish to be excluded from the Class and retain all your rights, you must complete an Exclusion Request Form, available at www.XXXXXXX.com and submit it by U.S. Mail by [DATE]. Be sure to sign the form and complete all required information. You must send your Exclusion Request Form to the address listed below:

GM 5300 LC9 Colorado Class Action
P.O. Box 3314
Baton Rouge, LA 70821

IF YOU CHOOSE TO BE EXCLUDED: (1) you will NOT be entitled to share in any relief from any settlement or judgment that results from this lawsuit; (2) you will NOT be bound by any

Any questions? visit www.XXXXXXX.com or call 1-XXX-XXX-XXXX.

judgment or settlement release entered in this lawsuit; and (3) at your own expense, you MAY pursue any claims that you have by filing separate litigation.

Only request exclusion if you do NOT wish to participate in this litigation and do NOT wish to share in any potential benefits that might be obtained on behalf of the Class in this lawsuit.

THE ATTORNEYS REPRESENTING YOU

10. Do I have an attorney in this case?

Adam J. Levitt, John Tangren, and Daniel Ferri of DiCello Levitt LLP and W. Daniel “Dee” Miles, III, H. Clay Barnett, III, and Mitch Williams of Beasley, Allen, Crow, Methvin, Portis & Miles, P.C. represent the Class and Class Members in the litigation.

11. Should I get my own attorney?

You may make an appearance in the case through another attorney if you choose. If you wish to remain a Class Member, you do not need to hire your own lawyer because Class Counsel is working on your behalf. If you wish to pursue your own lawsuit separate from this one, you will need to submit a request for exclusion.

12. How do I get more information?

This Notice summarizes the Class and the nature of the litigation. For more information on the Class and the litigation, you may contact Class Counsel or the Notice Administrator using the contact information below. You may also access the Court’s docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cod.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for District of Colorado, 901 19th Street, Denver, CO 80294, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

Court-Appointed Class Counsel

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John E. Tangren
Daniel R. Ferri
DICELLO LEVITT LLP
Ten North Dearborn Street, Sixth Floor
Chicago, Illinois 60602
Telephone: 312-214-7900
alevitt@dicellolevitt.com
jtangren@dicellolevitt.com
dferri@dicellolevitt.com

W. Daniel “Dee” Miles, III
H. Clay Barnett, III
J. Mitch Williams
**BEASLEY, ALLEN, CROW,
METHVIN, PORTIS & MILES, P.C.**
272 Commerce Street
Montgomery, Alabama 36104
Telephone: 334-269-2343
Dee.Miles@Beasleyallen.com
Clay.Barnett@BeasleyAllen.com
Mitch.Williams@beasleyallen.com

Any questions? visit www. [REDACTED] or call 1-XXX-XXX-XXXX.

**PLEASE DO NOT CALL OR WRITE THE COURT, THE COURT CLERK, OR
GENERAL MOTORS ABOUT THE CLASS ACTION OR THE LITIGATION
PROCESS.**

Any questions? visit [www. \[REDACTED\]](http://www. [REDACTED]) or call 1-XXX-XXX-XXXX.

Exhibit E: Exclusion Request Form

of 2
White v. General Motors LLC
Case No. 21-cv-00410-CNS

Exclusion Request Form

This is NOT a claim form. It EXCLUDES you from this Class Action Lawsuit.

If you exclude yourself (opt-out), you will not be entitled to share in any relief from any judgment, or from any settlement, in this lawsuit. However, if you exclude yourself, you will not be legally bound by any judgment entered in this lawsuit. You will be able to pursue any legal claims that you have on your own and that are involved in this case, now or in the future.

If you do pursue your own lawsuit after you exclude yourself, you will have to hire and pay your own lawyer, and you will have to prove your claims.

I request to be excluded from the lawsuit. I understand that if I am excluded from the lawsuit, I will not receive any benefits from any judgment or settlement in this lawsuit. I understand that if I am excluded from the lawsuit, I will not be bound by any judgment in this lawsuit.

Date: _____, 2023 _____
(signature)

(You must complete the following information to exclude yourself)

_____ Full Name of Class Member

_____ Street Address

_____ City, State, Zip Code

_____ Telephone Number

_____ Email Address

_____ Vehicle Identification Number (if known)

If you want to exclude yourself from the lawsuit, you must complete this form and mail it by no later than **{insert exclusion deadline}**, to the following address:

GM 5300 LC9 Colorado Class Action
P.O. Box 3314
Baton Rouge, LA 70821