

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

IN RE PLAID INC. PRIVACY
LITIGATION

Master Docket No.: 4:20-cv-03056-DMR

**DECLARATION OF
STEVEN WEISBROT ON BEHALF
OF ANGEION GROUP, LLC**

I, Steven Weisbrot, hereby declare under penalty of perjury pursuant to 28 U.S.C. § 1746 that the following is true and correct:

1. I am the President and Chief Innovation Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). I am fully familiar with the facts contained herein based upon my personal knowledge.

2. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

3. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

1 4. I have given public comment and written guidance to the Judicial Conference Committee on
2 Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media and
3 print publication, in effecting Due Process notice, and I have met with representatives of the Federal
4 Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum
5 for the judiciary concerning notice procedures.

6 5. Prior to joining Angeion's executive team, I was employed as Director of Class Action
7 services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior
8 to my notice and claims administration experience, I was employed in private law practice.

9 6. My notice work comprises a wide range of class actions that include product defect, data
10 breach, mass disasters, false advertising, employment discrimination, antitrust, tobacco, banking,
11 firearm, insurance, and bankruptcy cases.

12 7. I have been at the forefront of infusing digital media, as well as big data and advanced
13 targeting, into class action notice programs. Courts have repeatedly recognized my work in the
14 design of class action notice programs. A comprehensive summary of judicial recognition Angeion
15 has received is attached hereto as **Exhibit A**.

16 8. By way of background, Angeion is an experienced class action notice and claims
17 administration company formed by a team of executives that have had extensive tenures at five
18 other nationally recognized claims administration companies. Collectively, the management team
19 at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion
20 to class members. The executive profiles as well as the company overview are available at
21 https://www.angeiongroup.com/our_team.php.

22 9. As a class action administrator, Angeion has regularly been approved by both federal and
23 state courts throughout the United States and abroad to provide notice of settlement and claims
24 processing services.

25 **SUMMARY OF THE NOTICE PROGRAM**

26 10. The proposed Notice Program is the best notice that is practicable under the circumstances
27 and fully comports with due process and Fed. R. Civ. P. 23. It provides individual direct notice to
28

1 all reasonably identifiable Class Members via email or mail, combined with a strategic media
2 campaign comprised of state-of-the-art digital advertising, social media advertising, search engine
3 marketing, sponsored listings on two leading class action settlement websites and engagement on
4 social media. The Notice Program also includes the implementation of a dedicated website and a
5 toll-free telephone line where Class Members can learn more about their rights and options pursuant
6 to the terms of the Settlement.

7 11. As discussed in greater detail below, the Notice Program is designed to deliver an
8 approximate 80.40% reach with an average frequency of 3.62 times. What this means in practice
9 is that 80.40% of our Target Audience will see a digital advertisement concerning the Settlement
10 an average of 3.62 times each. The 80.40% reach is separate and apart from the direct notice efforts,
11 sponsored listings, engagement on social media, dedicated website and toll-free telephone line, all
12 of which are difficult to measure in terms of reach percentage but will nonetheless provide
13 awareness and diffuse news of the Settlement to Class Members.

14 12. The Federal Judicial Center states that a publication notice plan that reaches 70% of class
15 members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein &
16 Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide
17 for Judges”, at 27 (3d Ed. 2010).

18 **CLASS DEFINITION**

19 13. The Settlement Agreement defines the “Class” as “all natural persons who reside in the
20 United States and who own or owned one or more Financial Accounts at the time such persons resided
21 in the United States from January 1, 2013 to the date preliminary approval of the settlement is granted.”
22 The Agreement defines “Financial Account” as “a financial institution account (1) that Plaid accessed
23 using the user’s login credentials and connected to a mobile or web-based fintech application that
24 enables payments (including ACH payments) or other money transfers or (2) for which a user provided
25 financial account login credentials to Plaid through Plaid Link,” subject to certain exclusions as defined
26 in the Settlement Agreement.

1 14. Angeion has been informed that it will be provided with approximately 65 million unique
2 email addresses for certain Class Members and mailing addresses for certain other Class Members.
3 Angeion will use the Settlement Class Member data (the “Class List”) to provide direct notice to
4 Class Members, as outlined below.

5 **DIRECT NOTICE**

6 15. The direct notice effort in this matter will consist of sending individual notice via email or
7 mail to all potential Class Members who have been identified by the Defendant through its records
8 and for whom contact information is included on the Class List that is provided to Angeion.

9 **Email Notice**

10 16. The direct email notice effort in this matter will consist of sending individual email notice
11 in the form attached hereto as **Exhibit B** to all potential Class Members for whom email addresses
12 were provided to Angeion on the Class List.

13 17. As an initial matter, Angeion designs the email notice to avoid many common “red flags”
14 that might otherwise cause a potential Class Member’s spam filter to block or identify the email
15 notice as spam. For instance, Angeion does not include the Claim Form or Long Form Notice as
16 an attachment to the email notice, because attachments are often interpreted by various Internet
17 Service Providers (“ISP”) as spam. Rather, in accordance with industry best practices, Angeion
18 includes a link to all operative documents so that Class Members can easily access this information.

19 18. Angeion will employ additional methods to help ensure that as many Class Members as
20 possible receive notice via email. Specifically, prior to distributing email notice, Angeion will
21 engage in an email updating process to help ensure the accuracy of recipient email addresses.
22 Angeion also reviews email addresses for mis-transcribed characters and performs other hygiene,
23 as appropriate.

24 19. Angeion also accounts for the real-world reality that some emails will inevitably fail to be
25 delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is
26 complete, Angeion, after an approximate 24-72-hour rest period, which allows any temporary block
27 at the ISP level to expire, causes a second round of email noticing to continue to any email addresses
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1 that were previously identified as soft bounces and not delivered. In our experience, this minimizes
2 emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

3 20. At the completion of the email campaign, Angeion will report to the Court concerning the
4 rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the
5 Court will possess a detailed, verified account of the success rate of the entire direct notice
6 campaign.

7 21. The Notice Program also includes a custom social media campaign utilizing Facebook¹ and
8 Instagram², which are two of the leading social media platforms in North America. This strategic
9 combination is designed to target Class Members whose email notice could not be delivered. If any
10 of the email addresses (or phone numbers, if available) are used as the primary log-on for a
11 Facebook or Instagram account, Angeion will be able to display ads directly to those Class
12 Members on their timeline. This is a distinct and effective method of targeting actual known,
13 verified Class Members. These efforts are in addition to the interest-based social media advertising,
14 which is described in greater detail below.

15 **Mail Notice**

16 22. As part of the Notice Program, Angeion will send a postcard notice in the form attached
17 hereto as **Exhibit C** via first-class U.S. mail, postage pre-paid, to Class Members who did not have
18 an email address and for whom a mailing address is included in the Class List provided to Angeion.
19 In administering the Notice Program in this action, Angeion will employ the following best
20 practices to increase the deliverability rate of the mailed notices.

21 23. Angeion will cause the mailing address information for members of the Class to be updated
22 utilizing the National Change of Address (“NCOA”) database, which provides updated address
23 information for individuals or entities who have moved during the previous four years and filed a
24 change of address with the USPS.

26 ¹ In 2020, Facebook had an approximate 223 million users in the United States
27 (<https://www.statista.com/statistics/408971/number-of-us-facebook-users/>).

28 ² In 2020, Instagram had an approximate 112 million users in the United States
(<https://www.statista.com/statistics/293771/number-of-us-instagram-users/>).

24. Notices returned to Angeion by the USPS with a forwarding address will be re-mailed to the new address provided by the USPS and the class member database will be updated accordingly.

25. Notices returned to Angeion by the USPS without forwarding addresses will be subjected to an address verification search (commonly referred to as “skip tracing”) utilizing a wide variety of data sources, including public records, real estate records, electronic directory assistance listings, etc., to locate updated addresses.

26. For any Class Members where a new address is identified through the skip trace process, the class member database will be updated with the new address information and a Notice will be re-mailed to that address.

MEDIA NOTICE

Programmatic Display Advertising

27. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising, which is the leading method of buying digital advertisements in the United States. It has been reported that U.S. advertisers spent nearly \$65.74 billion on programmatic display advertising in 2020 and it is estimated that almost 86.5%, or \$81.58 billion, of all U.S. digital display ad dollars will transact programmatically in 2021³. In laymen’s terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets).

28. The Settlement Class definition was used as the starting point to create the media notice campaign. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2021 comScore Multi-Platform//GfK MRI Media + Fusion to profile the class and arrive at an appropriate Target Audience based on criteria specific to this litigation.

³ <https://www.emarketer.com/content/us-programmatic-digital-display-advertising-outlook-2021>

29. Based on the characteristics of this settlement, Angeion estimates that the size of the Target Audience for the media notice campaign is approximately 112,417,000 individuals. The Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach. Using this form of objective data will allow the parties to report the reach and frequency to the court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center's threshold as to reasonableness in notification programs.

30. To identify the best vehicles to deliver messaging to the Target Audience, Angeion also reviewed the media quintiles, which measure the degree to which an audience uses media relative to the general population. Here, the objective syndicated data shows that members of the Target Audience are heavy internet users.

31. Given the strength of digital advertising, as well as our Target Audience's heavy internet use, we recommend utilizing a robust internet advertising campaign to reach Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the class.

32. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience against known Class Members.
- Predictive Targeting: This technique allows technology to "predict" which users will be served the advertisement about the litigation.
- Audience Targeting: This technique utilizes technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors and interests.
- Site Retargeting: This technique is a targeting method used to reach potential Class Members who have already visited the dedicated case website while they browse other pages. This

1 allows Angeion to provide a potential Class Member sufficient exposure to an advertisement
2 about the litigation.

3 33. To combat the possibility of non-human viewership of the digital advertisements and to
4 verify effective unique placements, Angeion employs Oracle's BlueKai, Adobe's Audience Manger
5 and/or Lotame, which are demand management platforms ("DMP"). DMPs allow Angeion to learn
6 more about the online audiences that are being reached.

7 34. The internet banner notice portion will be implemented using a desktop and mobile
8 campaign and incorporates video advertisements. The internet banner notice portion is strategically
9 designed to notify and drive Class Members to the dedicated settlement website, where they can
10 find more information about the Settlement and are able to submit a claim form directly via the
11 settlement website.

12 **Social Media Notice**

13 35. The Notice Program also includes an interest-based approach which focuses on the interests
14 that users exhibit while on the social media platforms Facebook and Instagram. This strategic
15 combination is designed to leverage the characteristics of our Target Audience, of which 92.89%
16 used social media in the last month.

17 36. The social media campaign will engage with the Target Audience via a mix of news feed
18 and story units to optimize performance via the Facebook and Instagram desktop sites, mobile sites
19 and mobile apps. Facebook image ads will appear natively in desktop newsfeeds (on
20 Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site),
21 and on desktops via right-column ads. Instagram Photo and Stories ads will appear on the desktop
22 site (on Instagram.com) and mobile app feed (via the Instagram app or Instagram.com mobile site),
23 and in users' story feeds.

24 37. Additionally, specific tactics will be implemented to further qualify and deliver
25 impressions to the Target Audience. We will use Facebook Marketing platform and its technology
26 to serve ads on both Facebook and Instagram against the Target Audience. *Look-a-like modeling*
27 allows the use of consumer characteristics to serve ads. Based on these characteristics, we can build
28

1 different consumer profile segments to ensure the notice plan messaging is delivered to the proper
2 audience. *Conquesting* allows ads to be served in relevant placements to further alert prospective
3 Class Members. The social media ads will further be geo-targeted weighted delivery based on how
4 the Target Audience is geographically spread throughout the country.

5 38. The social media campaign will run to coincide with the programmatic display advertising
6 portion of the Notice Program. Combined, these two media tactics are designed to deliver
7 approximately 326 million impressions.

8 **Paid Search Campaign**

9 39. The Notice Plan also includes a paid search campaign to help drive Settlement Class
10 Members who are actively searching for information about the Settlement to the dedicated
11 Settlement Website. Paid search ads will complement the programmatic campaign, as search
12 engines are frequently used to locate a specific website, rather than a person typing in the URL.
13 Search terms would relate to not only the Settlement itself but also the subject-matter of the
14 litigation.

15 **Sponsored Class Action Website Listings**

16 40. Angeion will cause the Settlement to be listed and promoted through two leading class action
17 settlement websites, www.topclassactions.com and www.classaction.org. These sites are known to
18 create awareness of pending settlements among consumers and, while not measured in terms of the
19 reported reach percentage, will be instrumental in seeding and disbursing news of the underlying
20 settlement. *Top Class Actions* averages 3 million monthly visitors, has approximately 900,000
21 newsletter subscribers and 145,000 Facebook followers. *ClassAction.org* averages 100,000 page-
22 views per month and has approximately 130,000 newsletter subscribers. Representative samples of
23 listings on *Top Class Actions* and *ClassAction.org* can be viewed on their respective websites.

24 41. The promotion these websites is not capable of precise reach calculations and is thus not
25 included in the reach and frequency figures presented to the Court. Nonetheless, this mechanism
26 will serve an important function in that they will help stimulate interest in the Settlement and drive
27

1 Class Members to the dedicated settlement website to read and understand their rights and options
2 under the Settlement.

3 **Social Media Engagement**

4 42. Angeion will monitor public Twitter traffic for discussion of the settlement and will provide
5 information or respond to questions via Twitter on an ad hoc basis as appropriate, with advance
6 notice to the parties before beginning any outreach on Twitter.

7 **RESPONSE MECHANISMS**

8 43. The Notice Program will also implement the creation of a case-specific website, where Class
9 Members can easily view general information about this class action Settlement, review relevant
10 Court documents, and view important dates and deadlines pertinent to the Settlement. The website
11 will be designed to be user-friendly and make it easy for Class Members to find information about
12 the case, including a customized video which will be displayed on the website. The website will
13 also have a “Contact Us” page whereby Class Members can send an email with any additional
14 questions to a dedicated email address. Likewise, Class Members will be able to submit a Claim
15 Form directly via the website.

16 44. A toll-free hotline devoted to this case will be implemented to further apprise Class Members
17 of the rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an
18 interactive voice response (“IVR”) system to provide Class Members with responses to frequently
19 asked questions and provide essential information regarding the Settlement. This hotline will be
20 accessible 24 hours a day, 7 days a week.

21 **REACH AND FREQUENCY**

22 45. This declaration describes the reach and frequency evidence which courts systemically rely
23 upon in reviewing class action publication notice programs for adequacy. The reach percentage and
24 the number of exposure opportunities meet or exceed the guidelines as set forth in the Federal
25 Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language
26 Guide.

1 46. Specifically, the digital media and social media portions of the Notice Program are designed
2 to deliver an approximate 80.40% reach with an average frequency of 3.62 times each. The 80.40%
3 reach is separate and apart from the direct notice efforts, sponsored listings, engagement on social
4 media, dedicated website and toll-free telephone line, all of which are difficult to measure in terms
5 of reach percentage but will nonetheless provide awareness and diffuse news of the Settlement to
6 Class Members.

7 **PLAIN LANGUAGE NOTICE DESIGN**

8 47. The proposed Notice forms used in this matter are designed to be “noticed,” reviewed, and
9 by presenting the information in plain language, understood by members of the Settlement Class.
10 The design of the notices follows the principles embodied in the Federal Judicial Center’s
11 illustrative “model” notices posted at www.fjc.gov. The notice forms contain plain-language
12 summaries of key information about the rights and options of members of the Settlement Class
13 pursuant to the Settlement. Consistent with normal practice, prior to being delivered and published,
14 all notice documents will undergo a final edit for accuracy.

15 48. Angeion Group maintains a strong commitment to adhering to this requirement, drawing
16 on its experience and expertise to craft notices that effectively convey the necessary information to
17 members of the Settlement Class in plain language.

18 **CONCLUSION**

19 49. The Notice Program outlined above includes direct notice to all reasonably identifiable
20 Class Members via email or mail, combined with a strategic media campaign comprised of state-
21 of-the-art digital advertising, social media advertising, search engine marketing, sponsored listings
22 on two leading class action settlement websites and engagement on social media. The Notice
23 Program also includes the implementation of a dedicated settlement website and toll-free hotline
24 to further inform Class Members of their rights and options in the Settlement and is strategically
25 designed to generate active participation of Class Members in the Settlement.

26 50. In my professional opinion, the Notice Program will provide full and proper notice to Class
27 Members before the claims, opt-out and objection deadlines. Moreover, it is my opinion that the
28

1 Notice Program is the best notice that is practicable under the circumstances, and that it fully
2 comports with due process and Fed. R. Civ. P. 23. After the Notice Program has concluded,
3 Angeion will provide a final report verifying its effective implementation.

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

6
7 Dated: August 5, 2021

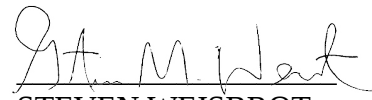
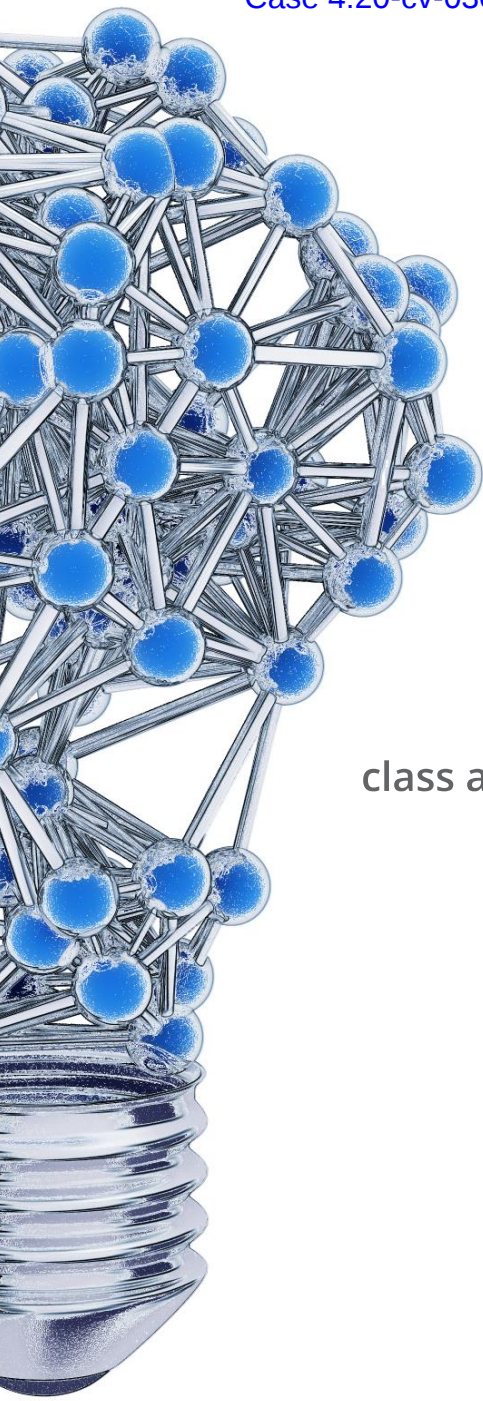

STEVEN WEISBROT

Exhibit A



INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition

***IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION*****Case No. 5:18-md-02827**

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: GOOGLE PLUS PROFILE LITIGATION**Case No. 5:18-cv-06164**

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION**Case No. CV03-20-00831, CV03-20-03221**

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION**Case No. 3:20-cv-00812**

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION**Case No. 2:19-cv-00463**

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

JUDICIAL RECOGNITION



BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of



the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

JUDICIAL RECOGNITION

***CLAY ET AL. v. CYTOSPORT INC.*****Case No. 3:15-cv-00165**

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

GROGAN v. AARON'S INC.**Case No. 1:18-cv-02821**

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.**Case No. D-202-CV-2001-00579**

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.**Case No. 4:16-cv-02200**

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on "Programmatic Display Advertising" to reach the "Target Audience," Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of "Fast Food & Drive-In Restaurants Total



Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “‘reasonably calculated, under all the circumstances,’ to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United



States Postal Service. Thus, the Court APPROVES the parties' revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.

PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including



individual email and mail notice to all Class Members who could be identified through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

JUDICIAL RECOGNITION



IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr. Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby

products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation; of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.



***IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION*****MDL No. 2669/Case No. 4:15-md-02669**

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.**Case No. 1:15-cv-00912**

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION**Case No. 1:14-md-02583**

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

JUDICIAL RECOGNITION



ROY v. TITEFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. ***I think the notice provisions are exquisite*** [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.

FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (l), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

***FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.*****Case No. 1:15-cv-08372**

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION**MDL No. 2001/Case No. 1:08-wp-65000**

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.**Case No. 2:09-cv-08394**

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.**Case No. 0:13-cv-62496**

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court



finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.

Exhibit B

Sender Email: DoNotReply@PlaidSettlement.com

Sender Name: Settlement Administrator

Subject Line: Notice of Class Action Settlement – In re Plaid Inc. Privacy Litigation

Notice ID: [Notice ID number]

Confirmation Code: [Confirmation code number]

Notice of Class Action Settlement - In re Plaid Inc. Privacy Litigation

If you connected your financial account to a mobile or web-based app that has used Plaid between January 1, 2013 and [] in the United States, you may be eligible for a payment from a class action settlement.

This is a Court-approved Legal Notice. This is not an advertisement.

A Settlement has been proposed in class action litigation against Plaid Inc. (“Plaid”). Plaid enables connections between a user’s financial account(s) and approximately 5,000 mobile and web-based applications (“apps”). This class action alleges Plaid took certain improper actions in connection with this process. The allegations include that Plaid: (1) obtained more financial data than was needed by a user's app, and (2) obtained log-in credentials (username and password) through its interface, known as Plaid Link, which the litigation alleges had the look and feel of the user’s own bank account login screen, when users were actually providing their login credentials directly to Plaid. Plaid denies these allegations and any wrongdoing and maintains that it adequately disclosed and maintained transparency about its practices to consumers.

Who is Included? You are a Class Member, and you are affected by this Settlement, if you own or owned one or more “Financial Accounts” between January 1, 2013 and []. A “Financial Account” is any checking, savings, loan, or other account at a financial institution (1) that Plaid accessed using the user’s login credentials and connected to a mobile or web-based fintech application that enables payments (including ACH payments) or other money transfers or (2) for which a user provided financial account login credentials to Plaid through Plaid Link, and you were a United States resident at the time.

What does the settlement provide? Under the Settlement, Plaid will pay \$58 million to establish a Settlement Fund.

After deducting any court-approved attorneys’ fees and expenses and Service Awards for the Class Representatives, and the costs of the settlement administration, the Settlement Fund will be distributed to Class Members on a pro rata basis. The amount of the payments to individual Class Members will depend on the number of valid claims that are filed.

The Settlement also requires Plaid to:

- Delete certain data from Plaid systems;

- Inform Class Members of their ability to use Plaid Portal to manage the connections made between their financial accounts and chosen applications using Plaid and delete data stored in Plaid's systems;
- Continue to include certain disclosures and features in Plaid's standard Link flow;
- Enhance disclosures about Plaid's data collection practices, how Plaid uses data, and privacy controls Plaid has made available to uses in Plaid's End User Privacy Policy;
- Minimize the data that Plaid stores; and
- Continue to host a dedicated webpage with detailed information about Plaid's security practices.

How do I get a payment? You must submit a valid Claim Form by [DATE]. Claim Forms may be submitted online at www.PlaidSettlement.com or printed from the website and mailed to the address on the Claim Form. Claim Forms are also available by calling XXX-XXX-XXXX or emailing [EMAIL ADDRESS].

Do I have a lawyer in the case? If you are a Class Member, you have a lawyer in this case. The Court appointed as "Class Counsel" the law firms Burns Charest LLP; Herrera Kennedy LLP; and Lieff Cabraser Heimann & Bernstein LLP to represent the Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

Your other options. If you are included in the settlement and do nothing, your rights will be affected and you won't get a payment. If you don't want to be legally bound by the settlement, you must exclude yourself from it by [DATE]. Unless you exclude yourself, you won't be able to sue or continue to sue Plaid for any claim made in this lawsuit or released by the Settlement Agreement. If you stay in the settlement (i.e., don't exclude yourself), you may object to it or ask for permission for you or your lawyer to appear and speak at the Final Approval Hearing – at your own cost – but you don't have to. Objections and requests to appear are due by [DATE]. More information about these options is available at www.PlaidSettlement.com.

The Court's hearing. The Court will hold the Final Approval Hearing at [] on [Month] [Day], 2021 in Courtroom 4 (3rd Floor) of the United States Courthouse, 1301 Clay Street, Oakland, CA 94612. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court may listen to people who appear at the hearing and who have provided notice of their intent to appear at the hearing. The Court may also consider Class Counsel's application for attorneys' fees, expenses and for Service Awards. At or after the hearing, the Court will decide whether to approve the Settlement and to approve Class Counsel's application for attorneys' fees, expenses and Service Awards.

This notice is only a summary.

For more information visit www.PlaidSettlement.com or call XXX-XXX-XXXX.

Exhibit C

**Notice of Class Action
Settlement
In re Plaid Inc. Privacy
Litigation**

If you connected your financial account to a mobile or web-based app that has used Plaid between January 1, 2013 and [] in the United States, you may be eligible for a payment from a class action settlement.

*This is a Court-approved Legal Notice.
This is not an advertisement.*

This notice is only a summary. It contains information about a class action settlement. More detailed information can be found at:

www.PlaidSettlement.com
Questions? XXX-XXX-XXXX

Plaid Privacy Litigation
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Forwarding Service Requested

[BARCODE]

Postal Service: Please do not mark barcode

Notice ID: **XXXXXX**

Confirmation Code: **XXXXXX**

FIRST NAME LAST NAME

ADDRESS 1

ADDRESS 2

CITY, ST ZIP

A Settlement has been proposed in this class action litigation against Plaid Inc. ("Plaid"). Plaid enables connections between a user's financial account and approximately 5,000 mobile and web-based applications ("apps"). This class action alleges Plaid took certain improper actions by (1) obtaining log-in credentials to user's financial accounts through an interface ("Plaid Link") that allegedly had the look and feel of a bank account login screen, when in fact it was Plaid itself; and (2) obtaining more financial and other data than was authorized or needed by a user's app. Plaid denies these allegations and any wrongdoing and maintains that it adequately disclosed and maintained transparency about its practices.

Who is Included? You may be a Class Member, and affected by this Settlement, if you are a United States resident who connected a financial account to an app between January 1, 2013 and []. More specifically, you are a Class Member if you own or owned one or more "Financial Accounts" between January 1, 2013 and []. "Financial Accounts" is any checking, savings, loan, or other account at a financial institution (1) that Plaid accessed using the user's login credentials and connected to a mobile or web-based fintech application that enables payments (including ACH payments) or other money transfers or (2) for which a user provided financial account login credentials to Plaid through Plaid Link. You are receiving this notice because records indicate you may be a Class Member. For additional information on how to confirm whether you are a Class Member, please visit www.PlaidSettlement.com.

What does the settlement provide? Under the Settlement, Plaid will pay \$58 million to establish a Settlement Fund. After deducting any court-approved attorneys' fees and expenses, Service Awards for the Class Representatives, and the costs of the settlement administration, the Settlement Fund will be distributed to Class Members on a pro rata basis. The amount of the payments to individual Class Members will depend on the number of valid claims that are filed. The Settlement also requires Plaid to provide other non-monetary benefits. Please visit www.PlaidSettlement.com for more information.

How do I get a payment? You must submit a valid Claim Form submitted online or postmarked by [DATE]. Claim Forms may be submitted online at www.PlaidSettlement.com or by completing and returning a Claim Form to the Settlement Administrator. Please visit www.PlaidSettlement.com for more information.

Do I have a lawyer in the case? If you are a Class Member, you have a lawyer in this case. The Court appointed as "Class Counsel" the law firms Burns Charest LLP; Herrera Kennedy LLP; and Lief Cabraser Heimann & Bernstein LLP to represent the Class Members. Their contact information is available at www.PlaidSettlement.com. If you want to be represented by your own lawyer, you may hire one at your own expense.

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