

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE:

AXA EQUITABLE LIFE INSURANCE  
COMPANY COI LITIGATION

[This document relates to *Brach Family Found, Inc., et al. v. AXA Equitable Life Ins. Co.*, No. 16 Civ. 740 (JMF)]

**ECF CASE**

No. 1:16-cv-00740 (JMF)

**DECLARATION OF GINA INTREPIDO-BOWDEN REGARDING PROPOSED  
SETTLEMENT NOTICE PROGRAM**

I, Gina M. Intrepido-Bowden, hereby declare as follows:

**INTRODUCTION**

1. I am a Vice President at JND Legal Administration LLC (“JND”). This Declaration is based on my personal knowledge, as well as upon information provided to me by experienced JND employees, Counsel for the Plaintiffs and the Class (“Class Counsel”) and Counsel for Defendant (collectively “Counsel”), and if called upon to do so, I could and would testify competently thereto.

2. I am a judicially recognized legal notice expert with more than 20 years of legal experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as Exhibit A.

3. I submit this Declaration at the request of Class Counsel in the above-referenced action to describe the proposed program for providing notice to Class Members (the “Notice

Plan”) and address why it is consistent with other best practicable court-approved notice programs and the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the U.S. Constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

#### **RELEVANT EXPERIENCE**

4. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal notice, such as outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including on-line claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

5. JND is an approved vendor for the United States Securities and Exchange Commission (“SEC”), the Federal Trade Commission (“FTC”), and most recently, the Consumer Financial Protection Bureau (CFPB). In addition, we have been working with a number of other United States government agencies, including: the U.S. Equal Employment Opportunity Commission (“EEOC”), the Office of the Comptroller of the Currency (“OCC”), the Federal Deposit Insurance Corporation (“FDIC”), the Federal Communications Commission (“FCC”), the Department of Justice (“DOJ”), and the Department of Labor (“DOL”). We also have Master

Services Agreements with various law firms, corporations, banks, and other government agencies, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has also been certified as SOC 2 Compliant by noted accounting firm Moss Adams.<sup>1</sup>

6. JND has been recognized by various publications, including the *National Law Journal*, the *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for multiple consecutive years and was inducted into the *National Law Journal* Hall of Fame in 2022 and 2023 for having held this title. JND was also recognized last year as the Most Trusted Class Action Administration Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's 2022 Legal Elite Awards program.

7. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. JND has overseen claims processes for some of the largest legal claims administration matters in the country's history, and regularly prepare and implement court approved notice and administration campaigns throughout the United States. JND was appointed the notice and claims administrator in the \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet, and more; received and processed more than eight million claims; and staffed the call center with more than 250 agents during the peak notice program. JND was also appointed the

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<sup>1</sup> As a SOC 2 Compliant organization, JND has passed an audit under AICPA (American Institute of Certified Public Accountants) criteria for providing data security.

settlement administrator in the \$1.3 billion Equifax Data Breach Settlement, the largest class action in terms of the 18 million claims received. Email notice was sent twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with approximately 1,500 agents at the peak of call volume.

8. Other large JND matters include a voluntary remediation program in Canada on behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions class action settlements, the \$120 million GM Ignition class action settlement, where we sent notice to nearly 30 million class members and processed over 1.5 million claims, the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, and the \$123 million COI settlement against John Hancock Life Insurance Company of New York, as well as hundreds of other matters. Our notice campaigns are regularly approved by courts throughout the United States.

9. As a member of JND's Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. During my career, I have submitted declarations to courts throughout the country attesting to the creation and launch of various notice programs.

#### **PREVIOUS CLASS CERTIFICATION NOTICE**

10. On August 13, 2020, the Court certified a nationwide Policy-Based Claims Class, a nationwide Illustration-Based Claims Class, and a New York Illustration-Based Claims Sub-Class. ECF No. 403 at 18, 34 & 36. The Policy-Based Claims Class included "all individuals who, on or after March 8, 2016, owned AUL II policies that were issued by AXA and subjected to the COI rate increase announced by AXA on or about October 1, 2015, as well as those residents' heirs, successors, or assigns." ECF No. 403 at 18. The Illustration-Based

Claims Class included “all individuals who, on or after March 8, 2016, owned an AUL II policy unaccompanied by a Lapse Protection Rider that was issued by AXA and subjected to the COI rate increase announced by AXA on or about October 1, 2015.” *Id.* at 34. The New York Illustration-Based Claims Sub-Class included “all members of the Illustration-Based Claims Class who reside in New York.” *Id.* at 36. The classes and sub-class excluded “defendant AXA, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing, and the plaintiffs in the Related Actions.” *Id.* at 18, 34.

11. On August 27, 2020, Plaintiffs filed a letter brief requesting approval of the form and manner of class notice. ECF Nos. 413-414. In connection with that motion, Plaintiff sought approval of JND as the Notice Administrator. *Id.* JND’s Chief Executive Officer, Jennifer M. Keough, submitted a declaration regarding the proposed notice plan describing the proposed notice plan and the opt-out procedure, as well as attaching the proposed short-form and long-form notices. ECF Nos. 413-2, 413-3, 413-4. On September 3, 2020, AXA filed a letter brief opposing Plaintiffs’ proposed form and manner of notice on various grounds. ECF No. 419.

12. On September 16, 2020, the Court entered an Order addressing some of the issues raised by AXA, including that the opt-out period should be 90 days. ECF No. 434 at 1. The Court set a telephone conference with the parties to discuss remaining issues with the form and manner of notice and following the conference, allowed additional briefing on whether the certified classes should be modified to include only registered owners of an AUL II Policy. ECF No. 434 at 2; ECF No. 438; ECF Nos. 440-445.

13. On October 2, 2020, the Court granted Plaintiffs’ motion for approval of the form and manner of notice and appointed JND as the Notice Administrator. ECF No. 447 at 5. At the same time, the Court modified the definition of the Policy-Based Claims Class “to

include only those individuals who are or were registered owners, on or after March 8, 2016, of the AUL II policies described in the class certification order.” *Id.* at 3. The Court also re-defined the Illustrations-Based Claims Class to include “[a]ll individuals who, on or after March 8, 2016, are or were registered owners of an AUL II policy without a Lapse Protection Rider that was issued by AXA Equitable after July 10, 2006 and subjected to the cost of insurance rate increase announced by AXA Equitable on or about October 1, 2015, excluding defendant AXA, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing, and the plaintiffs in the Related Actions.” *Id.* at 3-4.

14. Pursuant to the Court’s order approving the form and manner of notice, on October 23, 2020, after receiving the list of Class Members and their last known addresses and updating those addresses using the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database, JND mailed the short-form notices to Class Members.<sup>2</sup> ECF No. 449 ¶¶ 4-7. Also on October 23, 2020, JND established a notice website designed for this lawsuit, [www.AXACOILitigation.com](http://www.AXACOILitigation.com), which allowed viewers to download copies of the long-form notice and other documents. *Id.* ¶ 11. Also on October 23, 2020, JND established a case-specific toll-free number, 1-888-681-1196, for individuals to call to obtain information about the litigation. *Id.* ¶ 9.

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<sup>3</sup> The NCOA database is the official USPS technology product which makes change of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream. This product is an effective tool to update address changes when a person has completed a change of address form with the USPS. The address information is maintained on the database for 48 months.

15. The short and long-form notices explained to Class Members the procedure for opting out of the class and notified the Class Members that the deadline to opt out of the class was January 21, 2021 (the “Original Opt-Out Period”).

16. JND received 475 requests from Class Members to opt out of the class during the opt-out period.

17. Following this notice procedure and Original Opt-Out Period, on January 17, 2023, the Court revised the definition of the previously certified illustration classes by substituting in entitlement holders as Class Members in place of their securities intermediaries, who are the registered owners of such policies. ECF No. 667 at 7. The Court directed that Class Plaintiffs send out notice to the newly substituted members of the illustration classes (“Substituted Illustration Class Members”). ECF No. 672. On March 1, 2023, Class Plaintiffs submitted their request for approval of the form and manner of notice to Substituted Illustration Class Members. ECF Nos. 668, 668-2, 668-3. On March 3, 2023, the Court approved the long and short form notices proposed by Class Plaintiffs. ECF No. 676 at 3. The Court required Class Plaintiffs to issue such class notice by June 7, 2023. ECF No. 691. In the interim, Class Plaintiffs and AXA reached a settlement, and subsequently sought and received leave to suspend the notice deadline while the parties executed a final settlement agreement and Class Plaintiffs prepared a motion for preliminary approval of the settlement to be filed no later than June 9, 2023. ECF Nos. 694, 695.

### **NOTICE PLAN OVERVIEW**

18. We have been asked by Class Counsel to prepare a Notice Plan to reach Class Members and inform them about the proposed settlement, as well as their rights and options.

19. The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a Notice Plan with a high reach (above 70%) effective. As discussed above, the Classes consists of the two nationwide classes and one New York subclass certified by the Court and defined as:

Nationwide Policy-Based Claims Class: All persons or entities who, on or after March 8, 2016, are or were registered owners of AUL II policies that were issued by AXA Equitable and subjected to the cost of insurance rate increase announced by AXA Equitable on or about October 1, 2015, as well as those persons' or entities' heirs, successors, or assigns.

Nationwide Illustration-Based Claims Class: All individuals who, on or after March 8, 2016, are or were registered owners of an AUL II policy unaccompanied by a Lapse Protection Rider that was issued by AXA after July 10, 2006 and subjected to the COI rate increase announced by AXA on or about October 1, 2015, unless the registered owner of such policy is a securities intermediary, in which case the securities intermediary is not a class member but the entitlement holder with respect to that policy is. Entitlement holders for policies that were previously opted out of the Illustration Class through a securities intermediary are excluded from the Illustration Class with respect to those policies.

New York Illustration-Based Claims Sub-Class: All members of the Nationwide Illustration-Based Claims Class who reside in New York.

ECF No. 403 at 18, 34 & 36 (Class Certification Order); ECF No. 447 at 3-4 (Order Approving Form of Notice and Modifying Class Definition); ECF No. 667 at 7 (Order denying motion for decertification and modifying Nationwide Illustration-Based Claims Class definition).

20. The proposed Notice Plan consists of a direct mailed notice effort to Class Members using the list of Class Members to be provided by Class Counsel, excluding opt-outs, and including the names, policy numbers, and physical addresses of new Class Members who have been substituted since the class notice mailed in October 2020. Substituted Illustration Class Members will receive a special notice explaining that they have an opportunity to opt out.

21. JND will also update the case website, [www.AXACOILitigation.com](http://www.AXACOILitigation.com), to include information about the Settlement, as well as copies of relevant case documentation, including but not limited to the Settlement Agreement, the Preliminary Approval Motion, the Settlement Notices, any potential Preliminary Approval Order, any proposed Final Approval Order and Judgment, and related documents. We will also update the case toll-free telephone line (1-888-681-1196) interactive voice response (IVR) so that Class Members may call to obtain more information about the Settlement. The case specific post office box will also be maintained.

22. It is my understanding that the direct notice effort will provide notice to the vast majority of Class Members.

23. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan will provide the best notice practicable under the circumstances.

#### **DATA PRIVACY AND SECURITY**

24. JND is well versed in the handling and management of sensitive information and has in place the technical, administrative, and physical controls necessary to ensure the ongoing confidentiality, integrity, and availability of data.

25. JND's security and privacy controls have been vetted and approved for use by a number of large banks, federal agencies including the FTC and SEC.

26. JND has adopted a NIST-based information security program, risk management framework, and SP 800 series of controls to ensure all safeguards are appropriately selected, implemented, and reviewed. Specific individuals have been assigned the responsibility for information security and data privacy throughout our organization. JND submits itself and its systems no less than annually to several independent assessments, such as, the AICPA's SOC II

certification and External Penetration Testing performed by a reputable cybersecurity consulting firm. JND also maintains Business Continuity and Incident Response programs and performs no less than monthly vulnerability scanning and system patching.

27. JND performs background checks on all personnel at onboarding and requires each individual to enter into a non-disclosure and confidentiality agreement. Additionally, everyone must complete security and privacy training during the onboarding process, which educates staff on the proper handling of sensitive data. Refresher training is required of employees each year and JND periodically disseminates security and privacy awareness messages to all staff. Personnel are also required to review and attest to applicable security and privacy policies.

28. To help ensure the proper use of data, JND's systems have been designed with privacy in mind and utilize a role-based access control methodology to ensure access is granted in accordance with principle of least privilege. Access to the data is provided via a separate dedicated application for each class action ensuring data that has been collected for different purposes can be processed separately. Additionally, JND only collects the minimum amount of data necessary to administer the class action at hand, stores data for each class action in a dedicated database to prevent comingling of data, utilizes that data only for purposes specified in the class action, and only retains data for the minimum amount of time required.

29. Industry standard logical access controls are in place to prevent unauthorized access to JND's network and systems. Access is only provided after proper approval is acquired, tracked in the ticketing system and information system audit logs, and all access and access levels are reviewed no less than quarterly. JND provides unique identifiers to each employee and requires complex passwords which expire at configured intervals, and also requires

multifactor authentication for all remote access. All sessions occur via encrypted channels to ensure the confidentiality and integrity of the data being transmitted.

30. JND's defense-in-depth approach to security includes a myriad of tools and solutions to ensure its environment remains protected. Next Generation Firewalls are deployed at all perimeter points and provide intrusion detection and prevention protection (IDS/IPS) to proactively block suspicious and malicious traffic without the need for human intervention. Similarly, Web Application Firewalls (WAF) are in positioned in from of public facing web applications which are designed in adherence to industry standard architecture. Security event and audit log data is transmitted to JND's Security Information and Event Management (SIEM) solution which aggregates data from across the enterprise to deliver analytics and threat intelligence. This is coupled with an Endpoint Detection and Response (EDR) solution, which is deployed on all endpoints to perform real-time and scheduled scanning along with behavioral analysis to ensure all systems are free from malicious software and activity. Encryption is also in use throughout JND's systems and services. Access to JND's information processing system is provided via a Microsoft IIS web application configured to be only accessible via Transport Layer Security (TLS) web traffic. Transmission of data outside on JND's environment also occurs via TLS encrypted web traffic, via SFTP, or similarly protected secure and encrypted protocols. Data is housed in databases and protected with full and/or field/column level encryption to ensure the utmost security of data. Furthermore, the physical disks of all servers and workstations are protected with encryption, as well.

31. JND's Disaster Recovery solution performs backups of production systems by securely transmitting data at scheduled intervals to both a local and geographically separate offsite storage system. Not only is backup data encrypted in transit but also on the offsite

storage itself. JND's backup system is highly configurable, scalable, and robust enough to accommodate any requirements.

32. JND facilities used to process or store data have in place adequate physical controls to prevent unauthorized access to, or dissemination of, sensitive information. Access to, and within, facilities is controlled by key cards assigned only to authorized personnel and only at the level required to perform job duties. Access to highly sensitive areas, such as datacenters, server rooms, mailrooms, etc., while also controlled by key cards, are controlled by restricted levels of access. Access to JND's facilities is reviewed periodically, as well. Facilities are also protected by alarm systems and employ CCTV monitoring and recording systems. JND educates staff on maintaining a clean desk and securely storing and disposing of sensitive documentation, and also prohibits by default access to removeable media devices. Disposal of media, whether physical or electronic, is done so securely and in accordance with NIST 800-88 guidelines to ensure the data cannot be reconstituted.

33. All data provided to JND in connection with this case was and will be handled according to JND's security protocols and applicable law.

#### **DIRECT NOTICE**

34. For this Settlement, JND will send a Postcard Settlement Notice by first class mail to all Class Members at their last known addresses, which will be taken from the Class Notice list provided to JND by Class Counsel. JND will also send the Special Notice by first class mail to the Substituted Illustration Class Members at their last known addresses, which will be taken from the Class Notice list provided to JND by Class Counsel. The Special Notice will notify Substituted Illustration Class Members of their right to opt out of the Illustration Class during the Supplemental Opt-Out Period and the deadline to do so.

35. Prior to mailing the Class Notice, JND will run the mailing addresses through the USPS NCOA database to update the addresses. JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address. In addition, JND will also take reasonable efforts to locate a mailing address for any Class Member for whom a notice is returned without a forwarding address. If any Class Member is known to be deceased, the Class Notice will be addressed to the deceased Class Member's last known address and "To the Estate of [the deceased Class Member]."

36. A copy of the proposed Postcard Settlement Notice for all Class Members other than the Substituted Illustration Class Members is attached hereto as Exhibit B.

37. A copy of the proposed Special Notice for Substituted Illustration Class Members is attached hereto as Exhibit C.

#### **CASE WEBSITE**

38. JND will update the case website so that Class Members may obtain more information about the Settlement. JND designed the case website to be easy-to-navigate and we formatted it to emphasize important information regarding Class Members' rights. The updated case website will provide a link to download the Long Form Settlement Notice (attached hereto as Exhibit D), Settlement Agreement, Preliminary Approval Order, and other important court documents.

39. The case website is optimized for mobile visitors so that information loads quickly on mobile devices and is designed to maximize search engine optimization through Google and other search engines. Keywords and natural language search terms are included in the site's metadata to maximize search engine rankings.

**TOLL-FREE NUMBER AND POST OFFICE BOX**

40. JND will update and maintain the dedicated toll-free telephone line for Class Members to call for information related to the Settlement. The telephone line will continue to be available 24 hours day, seven (7) days a week.

41. JND will maintain the dedicated post office box.

**NOTICE DESIGN AND CONTENT**

42. JND reviewed the proposed notice documents to ensure that they are written in plain language and comply with Rule 23's guidelines for class notice and the Due Process Clause of the United States Constitution, as well as the FJC's *Class Action Notice and Plain Language Guide*.

**REACH**

43. The direct mailed notice effort is expected to reach the vast majority of Class Members. As a result, the anticipated reach meets that of other court approved programs and exceeds the 70% or above reach standard set forth by the FJC.

**CONCLUSION**

44. In my opinion, the proposed Notice Plan as described herein provides the best notice practicable under the circumstances, is consistent with the requirements of Rule 23, and is consistent with other similar court-approved notice programs.

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

Executed on June 9, 2023, at Philadelphia, Pennsylvania.



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Gina M. Intrepido-Bowden

**- EXHIBIT A -**

# GINA INTREPIDO-BOWDEN

VICE PRESIDENT



## I.

## INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 25 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



# JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

## 1. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)***, (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

*An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND's extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.*

## 2. Judge Fernando M. Olguin

***Gupta v. Aeries Software, Inc.***, (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

*Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.*

## 3. Judge Cormac J. Carney

***Gifford v. Pets Global, Inc.***, (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

*The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice*

plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

#### 4. Judge David J. Novak

**Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.,** (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in... paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

#### 5. Judge Cecilia M. Altonaga

**In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.,** (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

## 6. Judge Victoria A. Roberts

**Graham v. Univ. of Michigan**, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

*The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program 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 and Federal Rule of Civil Procedure 23.*

## 7. Honorable P. Kevin Castel

**Hanks v. Lincoln Life & Annuity Co. of New York**, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

*The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

## 8. Judge William M. Conley

**Bruzek v. Husky Oil Operations Ltd.**, (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

*The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).*

## 9. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (DPP Class)***, (January 26, 2022)  
No. 15-md-02670 (S.D. Cal.):

*The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.*

## 10. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)***, (January 26, 2022))  
No. 15-md-02670 (S.D. Cal.):

*Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.*

## 11. Judge Alvin K. Hellerstein

***Leonard v. John Hancock Life Ins. Co. of NY***, (January 10, 2022)  
No. 18-CV-04994 (S.D.N.Y.):

*The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and*

Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

## 12. Judge Timothy J. Corrigan

**Levy v. Dolgencorp, LLC, (December 2, 2021)**

**No. 20-cv-01037-TJC-MCR (M.D. Fla.):**

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

## 13. Honorable Nelson S. Roman

**Swetz v. GSK Consumer Health, Inc., (November 22, 2021)**

**No. 20-cv-04731 (S.D.N.Y.):**

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. 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.

## 14. Honorable James V. Selna

**Herrera v. Wells Fargo Bank, N.A.**, (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

*On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members. Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. Id. ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. Id. ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. Id. ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.*

## 15. Judge Morrison C. England, Jr.

**Martinelli v. Johnson & Johnson**, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

*The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.*

## 16. Honorable Nathanael M. Cousins

**Malone v. Western Digital Corp.**, (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

*The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice*

to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

## 17. Judge Vernon S. Broderick, Jr.

***In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.***, (June 7, 2021)  
No. 14-md-02542 (S.D.N.Y.):

*The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.*

## 18. Honorable Louis L. Stanton

***Rick Nelson Co. v. Sony Music Ent.***, (May 25, 2021)  
No. 18-cv-08791 (S.D.N.Y.):

*Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. 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, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

## 19. Honorable Daniel D. Domenico

**Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.**, (January 29, 2021)  
No. 18-cv-01897-DDD-NYW (D. Colo.):

*The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.*

## 20. Honorable Virginia A. Phillips

**Sonner v. Schwabe North America, Inc.**, (January 25, 2021)  
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

*Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).*

*Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.*

## 21. Honorable R. Gary Klausner

**A.B. v. Regents of the Univ. of California**, (January 8, 2021)  
No. 20-cv-09555-RGK-E (C.D. Cal.):

*The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.*

## 22. Judge Jesse M. Furman

***In re General Motors LLC Ignition Switch Litig., economic settlement***, (December 18, 2020)  
No. 2543 (MDL) (S.D.N.Y.):

*The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.*

## 23. Judge Vernon S. Broderick, Jr.

***In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig.***, (December 16, 2020)  
No. 14-md-02542 (S.D.N.Y.):

*I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.*

## 24. Judge R. David Proctor

***In re Blue Cross Blue Shield Antitrust Litig.***, (November 30, 2020)  
Master File No. 13-CV-20000-RDP (N.D. Ala.):

*After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.*

## 25. Honorable Laurel Beeler

**Sidibe v. Sutter Health**, (November 5, 2020)

No. 12-cv-4854-LB (N.D. Cal.):

*Class Counsel has retained JND Legal Administration (“JND”), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.*

## 26. Judge Carolyn B. Kuhl

**Sandoval v. Merlex Stucco Inc.**, (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

*Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.*

## 27. Honorable Louis L. Stanton

**Rick Nelson Co. v. Sony Music Ent.**, (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

*The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.*

## 28. Honorable Jesse M. Furman

***In re General Motors LLC Ignition Switch Litig., economic settlement***, (April 27, 2020)  
No. 2543 (MDL) (S.D.N.Y.):

*The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.*

*The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...*

## 29. Honorable Virginia A. Phillips

***Sonner v. Schwabe North America, Inc.***, (April 7, 2020)  
No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

*The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.*

## 30. Judge Fernando M. Olguin

***Ahmed v. HSBC Bank USA, NA***, (December 30, 2019)  
No. 15-cv-2057-FMO-SPx (N.D. Ill.):

*On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.*

### 31. Honorable Stephen V. Wilson

**USC Student Health Ctr. Settlement, (June 12, 2019)**

No. 18-cv-04258-SVW (C.D. Cal.):

*The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.*

### 32. Judge J. Walton McLeod

**Boskie v. Backgroundchecks.com, (May 17, 2019)**

No. 2019CP3200824 (S.C. C.P.):

*The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.*

### 33. Judge Kathleen M. Daily

**Podawiltz v. Swisher Int’l, Inc., (February 7, 2019)**

No. 16CV27621 (Or. Cir. Ct.):

*The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan 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, ORCP 32, and any other applicable laws.*

### 34. Honorable Kenneth J. Medel

**Huntzinger v. Suunto Oy**, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.*

### 35. Honorable Thomas M. Durkin

**In re Broiler Chicken Antitrust Litig.**, (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

*The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, 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 entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

### 36. Honorable Kenneth J. Medel

**Huntzinger v. Suunto Oy**, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

*The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.*

### 37. Honorable Thomas M. Durkin

***In re Broiler Chicken Antitrust Litig.***, (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

*The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.*

### 38. Judge John Bailey

***In re Monitronics Int'l, Inc. TCPA Litig.***, (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

*The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.*

### 39. Honorable Ann I. Jones

***Eck v. City of Los Angeles***, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

*The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.*

## 40. Honorable James Ashford

***Nishimura v. Gentry Homes, LTD.***, (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

*The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.*

## 41. Judge Cecilia M. Altonaga

***Flaum v. Doctor's Assoc., Inc.***, (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

*...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.*

## 42. Judge Manish S. Shah

***Johnson v. Yahoo! Inc.***, (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

*The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form,*

method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

### 43. Judge Joan A. Leonard

**Barba v. Shire U.S., Inc.**, (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, “the Notice”) directed to the Settlement Class members, constituted the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with *ADDitude*, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

### 44. Judge Marco A. Hernandez

**Kearney v. Equilon Enter. LLC**, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties’ provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned

declarations, *inter alia*, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

#### 45. Honorable Amy J. St. Eve

***In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig.***, (October 20, 2016)  
No. 15-cv-01364 (N.D. Ill.):

*The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.*

#### 46. Honorable R. Gary Klausner

***Russell v. Kohl's Dep't Stores, Inc.***, (October 20, 2016)  
No. 15-cv-01143 (C.D. Cal.):

*Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.*

#### 47. Judge Fernando M. Olguin

***Chambers v. Whirlpool Corp.***, (October 11, 2016)  
No. 11-cv-01733 (C.D. Cal.):

*Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.*

## 48. Honourable Justice Stack

**Anderson v. Canada**, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

*The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.*

## 49. Judge Mary M. Rowland

**In re Home Depot, Inc., Customer Data Sec. Breach Litig.**, (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

*The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.*

## 50. Honorable Manish S. Shah

**Campos v. Calumet Transload R.R., LLC**, (August 3, 2016)

No. 13-cv-08376 (N.D. Ill.):

*The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure ("Rule 23") and due process.*

## 51. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser)**, (July 7, 2016)  
No. 09-cv-00852 (E.D. Wis.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

## 52. Judge Marco A. Hernandez

**Kearney v. Equilon Enter. LLC**, (June 6, 2016)  
No. 14-cv-00254 (Ore. Dist. Ct.):

*The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.*

### 53. Judge Joan A. Leonard

**Barba v. Shire U.S., Inc.**, (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

*The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.*

### 54. Honorable Manish S. Shah

**Campos v. Calumet Transload R.R., LLC**, (March 10, 2016 and April 18, 2016)

No. 13-cv-08376 (N.D. Ill.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.*

### 55. Judge Thomas W. Thrash Jr.

**In re Home Depot, Inc., Customer Data Sec. Breach Litig.**, (March 8, 2016)

No. 14-md-02583 (N.D. Ga.):

*The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will 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, 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 Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R.*

*Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.*

## 56. Judge Mary M. Rowland

***In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig.***, (February 29, 2016)  
No. 06-cv-07023 (N.D. Ill.):

*The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ. P. 23(c)(2)(B), and was "reasonably calculated to reach interested parties," Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 318 (1950).*

## 57. Honorable Lynn Adelman

***Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,  
(Indirect Purchaser–Tong Yang & Gordon Settlements)***, (January 14, 2016)  
No. 09-CV-00852 (E.D. Wis.):

*The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.*

## 58. Judge Curtis L. Collier

***In re Skelaxin (Metaxalone) Antitrust Litig.***, (December 22, 2015)  
No. 12-md-2343 (E.D. Tenn.):

*The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.*

## 59. Honorable Mitchell D. Dembin

***Lerma v. Schiff Nutrition Int'l, Inc.***, (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

*According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.*

## 60. Honorable Lynn Adelman

***Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.***,

***(Indirect Purchaser–Gordon Settlement)***, (August 4, 2015)

No. 09-CV-00852 (E.D. Wis.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

## 61. Honorable Sara I. Ellis

***Thomas v. Lennox Indus. Inc.***, (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

*The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as*

*Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.*

## **62. Honorable Lynn Adelman**

**Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.**  
**(Indirect Purchaser–Tong Yang Settlement), (May 29, 2015)**  
No. 09-CV-00852 (E.D. Wis.):

*The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.*

## **63. Honorable Mitchell D. Dembin**

**Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)**  
No. 11-CV-01056 (S.D. Cal.):

*The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.*

## 64. Honorable Lynn Adelman

**Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.**  
**(Direct Purchaser–Gordon Settlement), (May 5, 2015)**  
No. 09-CV-00852 (E.D. Wis.):

*The Notice Program set forth herein is substantially similar to the one set forth in the Court’s April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.*

## 65. Honorable José L. Linares

**Demmick v. Celco P’ship, (May 1, 2015)**  
No. 06-CV-2163 (D.N.J.):

*The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.*

## 66. Honorable David O. Carter

**Cobb v. BSH Home Appliances Corp., (December 29, 2014)**  
No. 10-CV-0711 (C.D. Cal.):

*The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action,*

the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

## 67. Honorable José L. Linares

**Demmick v. Cellco P'ship**, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

## 68. Honorable Christina A. Snyder

**Roberts v. Electrolux Home Prod., Inc.**, (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

## 69. Judge Gregory A. Presnell

**Poertner v. Gillette Co.**, (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

*This Court has again reviewed the Notice and the accompanying documents and finds that the “best practicable” notice was given to the Class and that the Notice was “reasonably calculated” to (a) describe the Action and the Plaintiff’s and Class Members’ rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See Phillips Petroleum Co. v. Shutts, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that they were adequately represented by Plaintiff Joshua D. Poertner. See Id. The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.*

## 70. Honorable Christina A. Snyder

**Roberts v. Electrolux Home Prod., Inc.**, (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

*The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...*

## 71. Honorable William E. Smith

**Cappalli v. BJ's Wholesale Club, Inc.**, (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

*The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.*

## 72. Judge Gregory A. Presnell

**Poertner v. Gillette Co.**, (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

*The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.*

## 73. Judge Marilyn L. Huff

**Beck-Ellman v. Kaz USA, Inc.**, (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

*The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.*

## 74. Judge Tom A. Lucas

**Stroud v. eMachines, Inc.**, (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

*The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.*

## 75. Judge Marilyn L. Huff

**Beck-Ellman v. Kaz USA, Inc.**, (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

*The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.*

## 76. Judge Tom A. Lucas

**Stroud v. eMachines, Inc.**, (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

*The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore, the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.*

## 77. Honorable Michael M. Anello

**Shames v. Hertz Corp.**, (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

*...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court OVERRULES all objections to the class settlement...*

## 78. Judge Ann D. Montgomery

***In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.***, (July 9, 2012)  
No. 11-MD-2247 (D. Minn.):

*The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...*

## 79. Judge Ann D. Montgomery

***In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.***, (June 29, 2012)  
No. 11-MD-2247 (D. Minn.):

*After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.*

## 80. Honorable Michael M. Anello

**Shames v. Hertz Corp.**, (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

*The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the “Notice”), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.*

## 81. Judge Ann D. Montgomery

**In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig.**, (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

*The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class... The Notice Plan’s multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes ‘the best notice that is practicable under the circumstances’ consistent with Rule 23(c)(2)(B)... Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member’s right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23’s notice requirements also complies with Due Process requirements. ‘The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.’ Prudential, 148 F.3d at 306. The proposed notices in the present case meet those requirements.*

## 82. Judge Jeffrey Goering

**Molina v. Intrust Bank, N.A.**, (January 17, 2012)

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

*The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.*

## 83. Judge Charles E. Atwell

**Allen v. UMB Bank, N.A.**, (October 31, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

*The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.*

## 84. Judge Charles E. Atwell

**Allen v. UMB Bank, N.A.**, (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

*The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.*

## 85. Judge Jeremy Fogel

**Ko v. Natura Pet Prod., Inc.**, (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

*The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action (“Long Form Notice”), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.*

## 86. Judge M. Joseph Tiemann

**Billieson v. City of New Orleans**, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

*The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.*

## 87. Judge James Robertson

**In re Dep’t of Veterans Affairs (VA) Data Theft Litig.**, (February 11, 2009)

MDL No. 1796 (D.D.C.):

*The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.*

## 88. Judge Louis J. Farina

**Soders v. Gen. Motors Corp.**, (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

*The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.*

## 89. Judge Robert W. Gettleman

**In re Trans Union Corp.**, (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

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

## 90. Judge William G. Young

**In re TJX Cos. Retail Security Breach Litig.**, (September 2, 2008)

MDL No. 1838 (D. Mass.):

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

## 91. Judge David De Alba

**Ford Explorer Cases, (May 29, 2008)**

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

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

## III.

## SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

# IV.

## ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V

## CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter &amp; Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust &amp; Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust &amp; Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust &amp; Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. &amp; Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life &amp; Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric &amp; Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct &amp; Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard &amp; Assoc., Inc.</i>	2004-2417-D	La. 14 <sup>th</sup> Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Hanks v. Lincoln Life &amp; Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock &amp; Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. &amp; Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. &amp; "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices &amp; Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck &amp; Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson &amp; Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 <sup>th</sup> Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson &amp; Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 <sup>th</sup> Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck &amp; Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 <sup>th</sup> Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire &amp; Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 <sup>th</sup> Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&amp;H Seed Co.</i>	99-C-4984-A	La. 27 <sup>th</sup> Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D.Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

**- EXHIBIT B -**

COURT AUTHORIZED  
LEGAL NOTICE

**If you own or owned a Athena Universal Life II Policy issued by AXA Equitable Life Insurance Company that was subject to a COI rate increase announced in October 2015, you may be affected by a class action settlement**

[www.AXACOILitigation.com](http://www.AXACOILitigation.com)

**AXA Equitable COI Life Insurance Settlement**  
c/o JND Legal Administration  
P.O. Box 91238  
Seattle, WA 98111

«Barcode»

Postal Service: Please do not mark barcode

«Full Name»

«CF\_CARE\_OF\_NAME»

«CF\_ADDRESS\_1»

«CF\_ADDRESS\_2»

«CF\_CITY», «CF\_STATE» «CF\_ZIP»

«CF\_COUNTRY»

A proposed settlement has been reached in a class action lawsuit called *Brach Family Foundation, Inc., et al. v. AXA Equitable Life Ins. Co.*, No. 16 Civ. 740 (JMF) (S.D.N.Y.) (the “Settlement”). Records indicate you may be affected. This Notice summarizes your rights and options. More details are available at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

**What is this about?** Plaintiffs allege that Defendant AXA Equitable Life Insurance Company (“AXA Equitable”), now known as Equitable Life Insurance Company breached its contracts with certain policyowners of Athena Universal Life II (“AUL II”) policies and circulated illustrations with misrepresentations. On October 1, 2015, AXA Equitable announced that certain AUL II insurance policies would be subject to a cost of insurance (“COI”) rate scale increase. Plaintiffs assert the COI rate increase violated the terms of the policyowners’ contracts. Plaintiffs also allege that AXA Equitable planned to increase the COI rates of the AUL II policies as early as July 10, 2006, but concealed that fact in illustrations promulgated in connection with the issuance and maintenance of the policies until the COI Rate Increase was announced in October 2015. Plaintiffs and members of the Classes have been damaged as a result. AXA Equitable denies Plaintiffs’ claims and asserts multiple defenses. The Court has not decided who is right or wrong. Instead, both sides have agreed to the Settlement to avoid risks, costs, and delays of further litigation.

**Who is affected?** All registered owners of AUL II policies issued by AXA Equitable that were subject to the COI rate increase announced in October 2015 are affected by the lawsuit. Certain entitlement holders who own or owned AUL II policies through a securities intermediary are also affected by the lawsuit. Excluded from the Settlement Classes are registered owners who previously requested exclusion from the litigation; Defendant, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing; and the plaintiffs in already pending related actions filed against AXA Equitable in federal and state courts.

**What does the Settlement provide?** A Settlement Fund of up to \$307.5 million will be established. After payments for settlement administration, attorneys’ fees (not to exceed 33 1/3% or \$102,500,000 of the Settlement Fund) and litigation expenses, and a Service Award (up to \$100,000) for each Class Representative; the remaining amount will be distributed to Class Members in proportion to their share of the overall COI overcharges collected from the Class through March 31, 2023.

In addition, AXA Equitable agrees not to increase COI rate scales on policies covered by the Settlement until May 16, 2030. AXA Equitable also agrees that it will not take certain legal action or assert certain legal defenses challenging death claims for any Class Member as outlined in the Settlement Agreement available at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

**What are my options?** You can do nothing or object to the Settlement.

**Do nothing.** You will be part of the Classes and receive certain benefits from the Settlement. You will automatically receive a payment in the mail if you are entitled to one. You will be bound by the Settlement, and you will give up your right to sue or continue to sue AXA Equitable for the claims in this case.

**Object.** You may object or tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Classes are not bound by the Settlement. Objections must be **filed and served by [date, 2023]**.

For more details about your rights and options and how to object, go to [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

**What happens next?** The Court will hold a Fairness Hearing on **[date, 2023 at XX ET]** at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, Courtroom 1105, 40 Foley Square, New York, NY 10007, to consider whether the Settlement is fair, reasonable, adequate, and in the best interest of the Classes; and how much to pay and reimburse Class Counsel and Plaintiffs. The Court has appointed Susman Godfrey L.L.P. as Class Counsel. You or your attorney may ask to speak at the hearing at your own expense, but you do not have to.

**How can I get more information?** Go to [www.AXACOILitigation.com](http://www.AXACOILitigation.com), call toll-free 1-888-681-1196, or write to Security Life COI Life Insurance Settlement, c/o JND Legal Administration, P.O. Box 91238, Seattle, WA 98111.

*Carefully separate this Address Change Form at the perforation*

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

\_\_\_\_\_

Unique ID: [JND Unique ID]

**Address Change Form**

To make sure your information remains up-to-date in our records, please confirm your address by filling in the above information and depositing this postcard in the U.S. Mail.

PLACE STAMP HERE
------------------------

AXA Equitable COI Life Insurance Settlement  
c/o JND Legal Administration  
P.O. Box 91238  
Seattle, WA 98111

**- EXHIBIT C -**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

**SPECIAL NOTICE OF RIGHT TO REMAIN A  
SETTLEMENT CLASS MEMBER OR REQUEST  
EXCLUSION FROM CLASS ACTION**

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

- You have been identified as a potential member of the Nationwide Illustration-Based Claims Class and/or the New York Illustration-Based Claims Sub-Class included in the proposed Settlement Agreement reached by the parties in *Brach Family Found., Inc., et al. v. AXA Equitable Life Ins. Co.*, No. 16 Civ. 740 (JMF) (S.D.N.Y.) (the “Settlement”). The definitions of the Nationwide Illustration-Based Claims Class and the New York Illustration-Based Claims Sub-Class (together, the “Illustration Classes”), subject to certain exclusions described in the Notice of Class Action Settlement are:

Nationwide Illustration-Based Claims Class: All individuals who, on or after March 8, 2016, are or were registered owners of an AUL II policy unaccompanied by a Lapse Protection Rider that was issued by AXA after July 10, 2006 and subjected to the COI rate increase announced by AXA on or about October 1, 2015, unless the registered owner of such policy is a securities intermediary, in which case the securities intermediary is not a Class Member but the entitlement holder with respect to that policy is. Entitlement holders for policies that were previously opted out of the Illustration Class through a securities intermediary are excluded from the Illustration Class with respect to those policies.

New York Illustration-Based Claims Sub-Class: All members of the Nationwide Illustration-Based Claims Class who reside in New York.

- On August 13, 2020, the United States District Court for the Southern District of New York (the “Court”) certified two nationwide Classes and a New York Sub-Class: the Nationwide Policy-Based Claims Class, the Nationwide Illustration-Based Claims Class, and the New York Illustration-Based Claims Sub-Class. In October 2020, Class Notice was mailed to Class Members based on the Court’s certification Order. On January 17, 2023, the Court revised the definition of the Nationwide Illustration-Based Claims Class, which also affected the membership of the New York Sub-Class. For the Illustration Classes, the Court substituted in entitlement holders as Class Members in place of their securities intermediaries who are the registered owners of their policies. The parties subsequently reached the Settlement, which provides for a cash Settlement Fund of up to \$307,500,000.00. Because this modification of the class definition occurred after the date on which the prior Class Notice about this lawsuit was mailed to Class Members, you have a special right to decide now whether to remain a Class Member or to request exclusion from the Illustration Classes.
- **Please read this Special Notice and the Settlement Notice carefully and in their entirety because your legal rights may be affected.** If you have any questions about this Special Notice, the Settlement Notice, or this class action lawsuit, you may contact the Settlement Administrator by calling, toll-free, 1-888-681-1196 or write to: AXA Equitable COI Litigation Settlement Administrator, c/o JND Legal Administration, P.O. Box 91238, Seattle, WA 98111. You can also view and download the Settlement and other key documents at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

Questions? Call 1-888-681-1196 or visit [www.AXACOILitigation.com](http://www.AXACOILitigation.com)

## **Your Right to Remain a Settlement Class Member OR Request Exclusion**

In addition to your rights described in the Notice of Class Action Settlement (“Settlement Notice”) available on the settlement website, [www.AXACOILitigation.com](http://www.AXACOILitigation.com), you have a special right to decide at this time whether you want to remain a Class Member or request exclusion from the Illustration Classes defined above. The consequences of and procedures for making this decision are described below. This Special Notice will not affect your rights, if any, with respect to the Nationwide Policy-Based Claims Class described in the Settlement Notice.

### **Your Right to Remain a Class Member.**

If you wish to remain a Class Member and be eligible to receive benefits under the proposed Settlement, you do not need to respond to this Special Notice, but you should review the Settlement Notice, which describes the benefits of the Settlement; how you can obtain more information; how you can object to the Settlement; and that you will be bound by the Settlement, and you will give up your right to sue or continue to sue AXA Equitable for claims in this lawsuit. The exact description of what you will give up and what you will not give up under the Settlement is known as the “release.” The full text of the release can be found in Section 4 of the Settlement Agreement. You can view and download a copy of the Settlement Agreement at [www.AXACOILitigation.com](http://www.AXACOILitigation.com) or request a copy by contacting the Settlement Administrator by calling, toll-free, 1-888-681-1196 or write to: AXA Equitable COI Litigation Settlement Administrator, c/o JND Legal Administration, P.O. Box 91238, Seattle, WA 98111.

### **Your Right to Request Exclusion from the Illustration Classes.**

If you exclude yourself (or “opt out”) from the Illustration Classes, you will not receive any payment from the Settlement of the illustration-based claims. If you exclude yourself, you will also not be legally bound by the Court’s orders and judgments for the illustration-based claims in this class action. You may sue or continue to sue AXA Equitable for the same illustration-based claims that are the subject of this lawsuit, now or in the future, subject to the applicable defenses that AXA Equitable may have to each legal claim. If you choose to pursue your own lawsuit against AXA Equitable, you may hire a lawyer at your own expense to prove your alleged claim(s).

To exclude yourself from the Illustration Classes, you must send a letter to the Settlement Administrator requesting exclusion from *In re: AXA Equitable Life Insurance Company COI Litigation* class action, with your name, address, telephone number, email address, AXA Equitable policy number(s) for the AUL II insurance policy or policies for which you are or were the entitlement holder, the time period you claim to have been the entitlement holder of such policy or policies, and your signature.

Your exclusion request **must be postmarked no later than [date, 2023]**. Send your exclusion request to: AXA Equitable COI Litigation Settlement Administrator, c/o JND Legal Administration, P.O. Box 91238, Seattle, WA 98111. For the avoidance of doubt, if you are or were the entitlement holder of multiple class policies on behalf of different principals, you may stay in or opt out of the Illustration Classes separately for each policy. If you qualify as a member of more than one of the Illustration Classes, you may exclude yourself from one of the Classes while participating in the Class with respect to the other Class.

**IF YOU DO NOT EXCLUDE YOURSELF BY [DATE, 2023], YOU WILL REMAIN PART OF THE ILLUSTRATION CLASSES AND BE BOUND BY THE ORDERS AND JUDGMENTS OF THE COURT IN THIS LAWSUIT WITH RESPECT TO THE ILLUSTRATION CLASSES.**

**- EXHIBIT D -**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

**NOTICE OF CLASS ACTION SETTLEMENT**

**If you own or owned an Athena Universal Life II policy issued by AXA Equitable Life Insurance Company that was subject to a cost of insurance rate increase announced in October 2015, you may be affected by a class action settlement.**

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

- A proposed settlement has been reached in a class action lawsuit called *Brach Family Foundation, Inc., et al. v. AXA Equitable Life Ins. Co.*, No. 16 Civ. 740 (JMF) (S.D.N.Y.) (the “Settlement”).
- Plaintiffs allege that Defendant AXA Equitable Life Insurance Company (“AXA Equitable”), now known as Equitable Life Insurance Company breached its contracts with certain policyowners of Athena Universal Life II (“AUL II”) policies and circulated illustrations with misrepresentations. On October 1, 2015, AXA Equitable announced that AUL II insurance policies would be subject to a cost of insurance (“COI”) rate scale increase. Plaintiffs assert the COI rate increase violated the terms of the policyowners’ contracts. Plaintiffs also allege that AXA Equitable planned to increase the COI rates of the AUL II policies as early as July 10, 2006, but concealed that fact in illustrations promulgated in connection with the issuance and maintenance of the policies until the COI Rate Increase was announced in October 2015. Plaintiffs and members of the Classes have been damaged as a result. AXA Equitable denies Plaintiffs’ claims and asserts multiple defenses. The Court has not decided who is right or wrong. Instead, both sides have agreed to the Settlement to avoid risks, costs, and delays of further litigation.
- The case is currently pending before Judge Jesse M. Furman of the United States District Court for the Southern District of New York (the “Court”). If the Court approves the Settlement, Class Members will be eligible to receive payment from a cash Settlement Fund of up to \$307,500,000.00, as further detailed in Question 10.
- In addition, AXA Equitable agrees that the COI rate scales on AUL II policies will not be increased until May 16, 2030. AXA Equitable also agrees that it will not take certain legal action or assert certain legal defenses challenging death claims for any Class Member as outlined in the Settlement Agreement available at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).
- ***Please read this Notice carefully.***

<b>YOUR LEGAL RIGHTS AND OPTIONS</b>		
<b>Do Nothing</b>	<ul style="list-style-type: none"> <li>• Get certain benefits from the Settlement — Automatically receive a payment in the mail if you are entitled to one</li> <li>• Be bound by the Settlement</li> <li>• Give up your right to sue or continue to sue AXA Equitable for the claims in this case</li> </ul>	
<b>Object</b>	<ul style="list-style-type: none"> <li>• Tell the Court what you do not like about the Settlement. The purpose of an objection to the Settlement is to persuade the Court not to approve the proposed Settlement. A successful objection to the Settlement may mean that the objector and other members of the Classes are not bound by the Settlement.</li> </ul>	Filed and served by <b>[date, 2023]</b>

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice. The deadlines may be moved, cancelled, or otherwise modified, so please check [www.AXACOILitigation.com](http://www.AXACOILitigation.com) regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## **BASIC INFORMATION**

### **1. Why was this Notice issued?**

You have a right to know about a proposed Settlement and your rights and options before the Court decides whether to approve the Settlement.

Judge Jesse M. Furman of the United States District Court for the Southern District of New York is in charge of this case. The case is called *Brach Family Foundation, Inc., et al. v. AXA Equitable Life Ins. Co.*, No. 16 Civ. 740 (JMF) (S.D.N.Y.). The Brach Family Foundation, Inc., Barbara Currie, as the personal representative of the estate of Malcolm Currie, and Mary J. McDonough, as Trustee of the Currie Children Trust (“Plaintiffs”) own AUL II policies that were subjected to the COI rate increase at issue in the case and are the Plaintiffs in this case. The Brach Family Foundation, Inc. and Mary J. McDonough, as Trustee of the Currie Children Trust are Court-appointed class representatives in this case. The company sued, AXA Equitable, is called the Defendant.

In May 2023, Plaintiffs and AXA Equitable reached an agreement and proposed Settlement of the claims in this case.

### **2. What is this lawsuit about?**

The class action lawsuit alleges that AXA Equitable breached its contracts with certain policy owners and circulated illustrations with misrepresentations. In October 2015, policyholders were issued letters announcing that their insurance policies would be subject to the COI Rate Increase, and Plaintiffs assert the COI Rate Increase violated the terms of the policyholders’ contracts, and that Plaintiffs and members of the Policy-Based Claims Class have been damaged as a result. With respect to the Illustration Classes, Plaintiffs allege that AXA Equitable planned to increase the COI rates of the AUL II policies as early as July 10, 2006, but concealed that fact in illustrations promulgated in connection with the issuance and maintenance of the policies until the COI Rate Increase was announced in 2015. AXA Equitable denies Plaintiffs’ claims and asserts multiple defenses, including that AXA Equitable’s challenged actions are consistent with the terms of the policy contracts and applicable laws and regulations, justified, and have not harmed Plaintiffs or caused any damages.

On August 13, 2020, the United States District Court for the Southern District of New York granted Plaintiffs’ motion for class certification for two nationwide Classes and a New York Sub-Class: the Policy-Based Claims Class and the Illustration-Based Claims Class, as well as the New York Illustration-Based Claims Sub-Class. The Policy-Based Claims Class relates to allegations that AXA Equitable’s COI Rate Increase breached the terms of AUL II policies. The Illustration Classes relate to allegations that AXA Equitable circulated illustrations with misrepresentations. The Court also certified one New York Sub-Class for the Illustration Classes, which relates to allegations that AXA Equitable’s illustration misconduct was materially misleading to reasonable consumers, in violation of G.B.L. § 349.

In October 2020, the Court-appointed Notice Administrator provided notice to members of the certified Classes and an opportunity to opt-out of the class action lawsuit.

On January 17, 2023, the Court revised the definition of the Illustration Classes by substituting in entitlement holders as Class Members in place of their securities intermediaries.

### **3. Which life insurance policies are affected by the lawsuit?**

All registered owners of AUL II policies issued by AXA Equitable that were subject to the COI Rate Increase are affected by the lawsuit. Certain entitlement holders who own or owned affected AUL II

policies through a securities intermediary are also affected by the lawsuit. AUL II policies are flexible-premium universal life policies, pursuant to which a policyholder is required to make an initial premium payment and, thereafter, can choose when and how much to pay in premiums.

#### **4. What is a class action and who is involved?**

In a class action, one or more persons called a “Class Representative” sues on behalf of all individuals who have a similar claim. Here, Plaintiffs represent other eligible AUL II policyowners and together they are called the “Classes” or “Class Members.” The person(s) who sued are called the “Plaintiff(s)”; a party being sued, such as AXA Equitable, is called a “Defendant”.

#### **5. Why is this lawsuit a class action?**

The Court decided that the breach of contract claim, Section 4226 claim, and G.B.L § 349 claim against AXA Equitable in this lawsuit can proceed as a class action because, at this point of the lawsuit, those claims meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, which governs class actions in federal court. The Court found that:

- There are numerous Class Members whose interests will be affected by this lawsuit;
- There are legal questions and facts that are common to each of them;
- The Class Representatives’ claims are typical of the claims of the rest of the Classes;
- The Class Representatives and the lawyers representing the Classes will fairly and adequately represent the interests of the Classes;
- A class action would be a fair, efficient and superior way to resolve this lawsuit;
- The common legal questions and facts predominate over questions that affect only individual Class Members; and
- The Classes are ascertainable because they are defined by identifiable objective criteria.

In certifying the Classes, the Court appointed Susman Godfrey L.L.P. as Class Counsel. For more information, visit the Important Documents page at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

#### **6. Why is there a Settlement?**

AXA Equitable denies any and all liability or wrongdoing of any sort with regard to the 2015 COI rate increase. The Court has not decided in favor of Plaintiffs or Defendant; in March 2022, however it denied Defendant’s motion for summary judgment on the Class claims and in January 2023, it denied Defendant’s motion to decertify the Illustration Classes. Trial was scheduled to start on October 30, 2023. With the assistance of an experienced, neutral mediator, the parties were able to reach a compromise subsequently memorialized in the Settlement Agreement. Doing so avoids the risks, costs, and delays of further litigation for both sides. Plaintiffs and Class Counsel think the Settlement is in the best interests of the Classes and is fair, reasonable, and adequate.

## **THE SETTLEMENT CLASSES**

### **7. Am I part of the Classes?**

The Settlement Classes are defined as:

Nationwide Policy-Based Claims Class: All persons or entities who, on or after March 8, 2016, are or were registered owners of AUL II policies that were issued by AXA Equitable and subjected to the cost of insurance rate increase announced by AXA Equitable on or about October 1, 2015, as well as those persons' or entities' heirs, successors, or assigns.

Nationwide Illustration-Based Claims Class: All individuals who, on or after March 8, 2016, are or were registered owners of an AUL II policy unaccompanied by a Lapse Protection Rider that was issued by AXA after July 10, 2006 and subjected to the COI rate increase announced by AXA on or about October 1, 2015, unless the registered owner of such policy is a securities intermediary, in which case the securities intermediary is not a class member but the entitlement holder with respect to that policy is. Entitlement holders for policies that were previously opted out of the Illustration Class through a securities intermediary are excluded from the Illustration Class with respect to those policies.

New York Illustration-Based Claims Sub-Class: All members of the Nationwide Illustration-Based Claims Class who reside in New York.

### **8. Are there exceptions to being included?**

Yes. Excluded from the Settlement Classes are Defendant AXA Equitable, its officers and directors, members of their immediate families, and the heirs, successors or assigns of any of the foregoing, and the plaintiffs in already pending related actions filed against AXA Equitable in federal and state courts.

Also excluded from the Settlement Classes are owners of policies that previously opted out during the prior notice round in 2020. For example, if a securities intermediary previously opted out of one or more of the Illustration Classes with respect to a policy, and you are or were an entitlement holder of that policy, then you are excluded from those Classes with respect to that policy.

This Settlement Notice is also being sent to some entitlement holders who were added to the Nationwide Illustration-Based Claims Class and New York Illustration-Based Claims Sub-Class in the Court's January 17, 2023 Order revising those class definitions. As part of their Settlement package delivered with this Settlement Notice, these entitlement holders are being sent a Special Notice that permits them to exclude themselves from this Action. To exclude themselves from the case and Settlement, such entitlement holders must submit a written, signed exclusion requests to the AXA COI Litigation Settlement Administrator (see address in Response to Question 21) postmarked no later than [date, 2023].

### **9. What if I am still not sure if I am included?**

If you are still not sure whether you are a Class Member, please visit [www.AXACOILitigation.com](http://www.AXACOILitigation.com), call the Settlement Administrator toll-free at 1-888-681-1196, or write to: AXA Equitable COI Life Insurance Settlement, c/o JND Legal Administration, P.O. Box 912385, Seattle, WA 98111.

## **WHAT CLASS MEMBERS GET**

### **10. What does the Settlement provide?**

A Settlement Fund of up to \$307,500,000.00 will be established for Class Members. After payment of the cost to administer the Settlement Fund as well as attorneys' fees and expenses and the payments to the Class Representatives (*see* Question 14 below), the Settlement Administrator will distribute the remaining amounts to Class Members in proportion to their share of the overall COI overcharges collected from the Classes through March 31, 2023. No portion of the Settlement Fund will be returned to AXA Equitable.

AXA Equitable has also agreed not to:

- Raise COI rate scales on policies covered by the Settlement for a period of seven (7) years from the date the parties reached a settlement. In other words, AXA Equitable is prohibited from imposing another COI rate scale increase on the policies in the Classes until **May 16, 2030**, at the earliest.
- Cancel, void, rescind, or deny a death claim submitted under the Class Members' policies or contest the validity of a policy based on:
  - An alleged lack of valid insurable interest under any applicable law or equitable principles; or
  - Any misrepresentation allegedly made on or related to the application for, or otherwise made in applying for the policy.

More details are in a document called the Settlement Agreement, which is available at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

If you are a Class Member, you cannot sue, continue to sue, or be part of any other lawsuit against AXA Equitable about the facts that arise from the same factual predicate of the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement. They describe the legal claims that you give up if you stay in the Settlement. The Settlement Agreement is available at [www.AXACOILitigation.com](http://www.AXACOILitigation.com).

## **HOW TO GET A PAYMENT**

### **11. How can I get a payment?**

You will automatically receive a payment in the mail if you are entitled to one. No claims need to be filed.

### **12. When will I get my payment?**

Payments will be mailed to Class Members after the Court grants "final approval" of the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

## **THE LAWYERS REPRESENTING YOU**

### **13. Do I have a lawyer in this case?**

Yes. The Court has appointed the following lawyers as “Class Counsel.”

**Seth Ard**  
**Mark Musico**  
SUSMAN GODFREY L.L.P.  
1301 Avenue of the Americas, 32nd Floor  
New York, NY 10019-6023  
sard@susmangodfrey.com  
mmusico@susmangodfrey.com  
Telephone: 212-336-8330

**Steven G. Sklaver**  
**Rohit D. Nath**  
**Glenn C. Bridgman**  
**Halley W. Josephs**  
SUSMAN GODFREY L.L.P.  
1900 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067-4405  
ssklaver@susmangodfrey.com  
rnath@susmangodfrey.com  
gbridgman@susmangodfrey.com  
hjosephs@susmangodfrey.com  
Telephone: 310-789-3100

### **14. How will the lawyers be paid?**

The Court will determine how much Class Counsel will be paid for fees and expenses. Class Counsel will file a motion seeking an award for attorneys’ fees not to exceed 33 1/3% of the Final Settlement Fund (i.e., \$102,500,000.00). Class Counsel has an agreement to share 5% of the fees awarded by the Court less any expenses not recovered to The Law Office of Joseph Lichter, P.C., 445 Central Ave., Suite 340, Cedarhurst, NY 11516. In addition to seeking an award for attorneys’ fees, Class Counsel will seek reimbursement for expenses incurred or to be incurred in connection with the Settlement, as well as a Service Award up to \$100,000 for each Class Representative for their service as the representatives on behalf of the Classes, to be paid from the Final Settlement Fund. You will not be responsible for direct payment of any of these fees, expenses, or awards.

### **15. Should I get my own lawyer?**

You do not need to hire your own lawyer to pursue the claims against AXA Equitable because Class Counsel is working on behalf of the Classes. However, if you want to be represented by your own lawyer, you may hire one at your own expense and cost.

## **OBJECTING TO THE SETTLEMENT**

### **16. How can I tell the Court if I do not like the Settlement?**

Any Class Member may object to the fairness, reasonableness, or adequacy of the proposed Settlement. Class Members who wish to object to any term of the Settlement must do so, in writing, by filing a written objection with the Court, and serving copies on Class Counsel and Counsel for Defendant. The written objection must include:

- Your full name, address, telephone number, and email address (if any);
- The case name (*Brach Family Foundation, Inc., et al. v. AXA Equitable Life Ins. Co.*);

Questions? Call 1-888-681-1196 or visit [www.AXACOILitigation.com](http://www.AXACOILitigation.com)

- The policy number(s);
- A written statement of all grounds for the objection accompanied by any legal support for the objection (if any);
- Copies of any papers, briefs, or other documents upon which the objection is based;
- A list of all persons who will be called to testify in support of the objection (if any);
- A statement of whether you intend to appear at the Fairness Hearing; and
- Your or your counsel’s signature.

If you intend to appear at the Fairness Hearing through counsel, the written objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Your objection, along with any supporting material you wish to submit, must be filed with the Office of the Court, with a copy served on Class Counsel and Counsel for Defendant by **XXXXXX, 2023** at the following addresses:

Clerk of the Court	Class Counsel
Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007	Seth Ard Mark Musico SUSMAN GODFREY L.L.P. 1301 Avenue of the Americas, 32nd Floor New York, NY 10019-6023
Counsel for Defendant	
Scott A. Edelman David R. Gelfand MILBANK LLP 55 Hudson Yards New York, NY 10001	Steven G. Sklaver Rohit D. Nath Glenn C. Bridgman Halley W. Josephs SUSMAN GODFREY L.L.P. 1900 Avenue of the Stars, Suite 1400 Los Angeles, CA 90067-4405

**THE COURT’S FAIRNESS HEARING**

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on **XXX, 2023** at **XXX** ET at the United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, Courtroom 1105, 40 Foley Square, New York, NY 10007. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, adequate, and in the best interest of the Classes. The Court will also consider how much to pay and reimburse Class Counsel and any Service Award payment to Plaintiffs. If there are objections, the Court will consider them at this time. We do not know how long these decisions will take.

**18. Do I have to come to the hearing?**

No. But you or your own lawyer may attend at your expense. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it.

**19. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your “Notice of Intent to Appear.” Your request must state your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear on your behalf. Your request must be filed with the Clerk of the Court and served on Class Counsel and Defendant’s Counsel no later than **XXXX, 2023**. See Question 16 for addresses.

**IF YOU DO NOTHING**

**20. What happens if I do nothing at all?**

Those who are eligible to receive a payment from the Settlement do not need to do anything to receive payment; you will automatically receive a payment from the Settlement. You will be bound by the Settlement, and you will give up your right to sue or continue to sue AXA Equitable for the claims in this case.

**GETTING MORE INFORMATION**

**21. How can I get more information?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at [www.AXACOILitigation.com](http://www.AXACOILitigation.com). You can also call the Settlement Administrator toll-free at 1-888-681-1196, or write to:

AXA Equitable COI Life Insurance Settlement  
c/o JND Legal Administration  
P.O. Box 91238  
Seattle, WA 98111