

APPENDIX F – Notice Plan

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

**IN RE PAYMENT CARD
INTERCHANGE FEE AND MERCHANT
DISCOUNT ANTITRUST LITIGATION**

This Document Applies to: All Cases.

No. 05-MD-01720 (MKB) (JO)

**DECLARATION OF CAMERON R. AZARI, ESQ.,
ON PROPOSED SETTLEMENT CLASS NOTICE PROGRAM**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.
2. I am a nationally recognized expert in the field of legal notice and I have served as an expert in dozens of federal and state cases involving class action notice plans.
3. I am the Director of Legal Notice for Hilsoft Notifications (“Hilsoft”); a firm that specializes in designing, developing, analyzing and implementing large-scale, un-biased, legal notification plans. Hilsoft is a business unit of Epiq Class Action & Claims Solutions (“EPIQ”).
4. Hilsoft has been involved with some of the most complex and significant notices and notice programs in recent history. With experience in more than 300 cases, notices prepared by Hilsoft have appeared in 53 languages with distribution in almost every country, territory and dependency in the world. Judges, including in published decisions, have recognized and approved numerous notice plans developed by Hilsoft, which decisions have always withstood collateral reviews by other courts and appellate challenges.

EXPERIENCE RELEVANT TO THIS CASE

5. Hilsoft and Epiq were retained to design the prior notice efforts for the prior proposed settlement in 2012 in *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720. Notices pursuant to that plan were implemented in 2013.

6. Additionally, I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many of the largest and most significant cases, including: *In re Takata Airbag Products Liability Litigation*, Case No. 1:15-md-02599-FAM (“*Takata MDL*”) (S.D. Fla) (Massive individual notice mailing effort to over 40 million Class Members in two phases of settlements with Toyota, Mazda, Subaru, BMW, Honda, Nissan and Ford. Comprehensive nationwide media accompanied each phase that included radio ads, consumer magazine ads and an extensive online notice effort. Settlements with Honda, Nissan, Toyota, Mazda, Subaru and BMW have received Final Approval.); *In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*, MDL No. 2672 (N.D. Cal.) (Comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort.); *In re: Energy Future Holdings Corp., et. al. (Asbestos Claims Bar Date Notice)*, 14-10979 (CSS) (Bankr. D. Del.) (Large asbestos bar date notice effort, which included individual notice, national consumer publications and newspapers, hundreds of local newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience.); *In Re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*, MDL 2179 (E.D. La.) (Dual landmark settlement notice programs to separate “Economic and Property Damages” and “Medical Benefits” settlement classes. Notice effort included over 7,900 television spots, over 5,200 radio spots, and over 5,400 print insertions and reached over

95% of Gulf Coast residents.); *In Re: Checking Account Overdraft Litigation*, MDL 2036 (S.D. Fla.) (Multiple bank settlements between 2010-2018 involving direct mail and email to millions of class members and publication in relevant local newspapers. Representative banks include, Fifth Third Bank, National City Bank, Bank of Oklahoma, Webster Bank, Harris Bank, M & I Bank, Community Bank, PNC Bank, Compass Bank, Commerce Bank, Citizens Bank, Great Western Bank, TD Bank, Bancorp, Whitney Bank, Associated Bank, and Susquehanna Bank.); and *In re Residential Schools Class Action Litigation*, (Canada) (Five phase notice program for the landmark settlement between the Canadian government and Aboriginal former students. Phase V of the notice program was implemented during 2014.).

7. Numerous other court opinions and comments as to my testimony, and opinions on the adequacy of our notice efforts, are included in Hilsoft's curriculum vitae included as **Attachment 1**.

8. In forming my expert opinions, I and my staff draw from our in-depth class action case experience, as well as our educational and related work experiences. I am an active member of the Oregon State Bar, receiving my Bachelor of Science from Willamette University and my Juris Doctor from Northwestern School of Law at Lewis and Clark College. I have served as the Director of Legal Notice for Hilsoft since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs since that time. Prior to assuming my current role with Hilsoft, I served in a similar role as Director of Epiq Legal Noticing (previously called Huntington Legal Advertising). Overall, I have over 18 years of experience in the design and implementation of legal notification and claims administration programs having been personally involved in well over one hundred successful notice programs.

9. I have been directly and personally responsible for all of the media notice planning here, including analysis of the media audience data and determining the most effective

mixture of media required to reach the greatest practicable number of Rule 23(b)(3) Settlement Class members. I have also worked closely with my colleagues at Epiq, and the settling parties, to review and recommend the most reasonable individual mailed notice effort to this large and diverse Class. The facts in this declaration are based on what I personally know, as well as information provided to me in the ordinary course of my business by my colleagues at Hilsoft and Epiq.

OVERVIEW

10. This declaration will describe the settlement Notice Plan (“Notice Plan” or “Plan”) and notices (the “Notice” or “Notices”) recommended here for the proposed settlement between the Rule 23(b)(3) Class Plaintiffs and the Defendants in *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720 in the United States District Court for the Eastern District of New York.

11. Key factors guide the dissemination methods needed to achieve a reasonable and effective notice effort:

- The proposed Rule 23(b)(3) Settlement Class (“Settlement Class”) is national in scope and likely includes persons, and businesses and other entities owned by persons, of all ages, races and demographic profiles;
- Data containing contact information for members of the Settlement Class from the 2013 notice effort, combined with recent data supplied by the defendants and cross-referenced with lists subpoenaed from other sources is (and will be) available;
- A high number of small businesses fail annually and locating current addresses for these class members is not certain; and
- Many small retail businesses are owned and operated by recent immigrants and members of discreet, ethnic and foreign-language communities.

12. In my opinion, the Notice Plan proposed below is designed to reach the greatest practicable number of Settlement Class members through the use of individual notice and paid

and earned media. In my opinion, the Notice Plan is the best notice practicable under the circumstances of this case and far exceeds the requirements of due process, including its “desire to actually inform” requirement.¹

NOTICE PLANNING METHODOLOGY

13. Rule 23 directs that the best notice practicable under the circumstances must include “individual notice to all members who can be identified through reasonable effort.”² The proposed notice program here satisfies this requirement. A Long Form Notice will be sent via First Class mail. Address updating (both prior to mailing and on undeliverable pieces) and re-mailing protocols will meet or exceed those used in other class action settlements. Where email addresses are available, an Email Notice will also be sent.

14. Separate from the compilation of the individual notice mailing lists, data sources and tools that are commonly employed by experts in this field were used to analyze the reach and frequency³ of the media portion of this Notice Program. These include GfK Mediamark Research & Intelligence, LLC (“MRI”) data,⁴ which provides statistically significant readership

¹ “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .” *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).

² FRCP 23(c)(2)(B).

³ Reach is defined as the percentage of a class exposed to a notice, net of any duplication among people who may have been exposed more than once. Notice “exposure” is defined as the opportunity to read a notice. The average “frequency” of notice exposure is the average number of times that those reached by a notice would be exposed to a notice.

⁴ GfK Mediamark Research & Intelligence, LLC (“MRI”) is a leading source of publication readership and product usage data for the communications industry. MRI offers comprehensive demographic, lifestyle, product usage and exposure to all forms of advertising media collected from a single sample. As the leading U.S. supplier of multimedia audience research, MRI provides information to magazines, televisions, radio, Internet, and other media, leading national advertisers, and over 450 advertising agencies—including 90 of the top 100 in the United States. MRI’s national syndicated data is widely used by companies as the basis for the majority of the media and marketing plans that are written for advertised brands in the U.S.

and product usage data, and Alliance for Audited Media (“AAM”)⁵ statements, which certify how many readers buy or obtain copies of publications, Nielsen⁶ and Nielsen Audio⁷ (formerly Arbitron Inc.), which have been relied upon since 1950. Online media planning data was provided by comScore, Inc.⁸ These tools, along with demographic breakdowns indicating how many people use each media vehicle, as well as computer software that take the underlying data and factor out the duplication among audiences of various media vehicles, allow us to determine the net (unduplicated) reach of a particular media schedule. We combine the results of this analysis to help determine notice plan sufficiency and effectiveness.

15. **Tools and data trusted by the communications industry and courts.** Virtually all of the nation’s largest advertising agency media departments utilize and rely upon such independent, time-tested data and tools, including net reach and de-duplication analysis

⁵ Established in 1914 as the Audit Bureau of Circulations (“ABC”), and rebranded as Alliance for Audited Media (“AAM”) in 2012, AAM is a non-profit cooperative formed by media, advertisers, and advertising agencies to audit the paid circulation statements of magazines and newspapers. AAM is the leading third party auditing organization in the U.S. It is the industry’s leading, neutral source for documentation on the actual distribution of newspapers, magazines, and other publications. Widely accepted throughout the industry, it certifies thousands of printed publications as well as emerging digital editions read via tablet subscriptions. Its publication audits are conducted in accordance with rules established by its Board of Directors. These rules govern not only how audits are conducted, but also how publishers report their circulation figures. AAM’s Board of Directors is comprised of representatives from the publishing and advertising communities.

⁶ Nielsen ratings are the audience measurement system developed by the Nielsen Company to determine the audience size and composition of television programming in the United States. Since first debuting in 1950, Nielsen’s methodology has become the primary source of audience measurement information in the television industry around the world, including “time-shifted” viewing via television recording devices.

⁷ Nielsen Audio (formerly Arbitron Inc., which was acquired by the Nielsen Company and rebranded Nielsen Audio), is an international media and marketing research firm providing radio media data to companies in the media industry, including radio, television, online and out-of-home; the mobile industry as well as advertising agencies and advertisers around the world.

⁸ comScore, Inc. is a global leader in measuring the digital world and a preferred source of digital marketing intelligence. In an independent survey of 800 of the most influential publishers, advertising agencies and advertisers conducted by William Blair & Company in January 2009, comScore was rated the “most preferred online audience measurement service” by 50% of respondents, a full 25 points ahead of its nearest competitor.

methodologies, to guide the billions of dollars of advertising placements that we see today, providing assurance that these figures are not overstated. These analyses and similar planning tools have become standard analytical tools for evaluating notice programs, and have been regularly accepted by courts.

16. In fact, advertising and media planning firms around the world have long relied on audience data and techniques: AAM data has been relied on since 1914; 90-100% of media directors use reach and frequency planning;⁹ all of the leading advertising and communications textbooks cite the need to use reach and frequency planning.¹⁰ Ninety of the top one hundred media firms use MRI data and at least 15,000 media professionals in 85 different countries use media planning software.¹¹

17. The proposed Settlement Class is national in scope and likely includes persons, and businesses and other entities owned by persons, of all ages, races and demographic profiles. Data on business owner and adults in business and finance occupations were specifically analyzed to identify key demographic groups, which were used to guide the media selection.

18. To ensure the greatest possible coverage of measured media in reaching the potentially diverse universe of members of the Settlement Class, the Notice Plan has a primary

⁹ See generally Peter B. Turk, *Effective Frequency Report: Its Use And Evaluation By Major Agency Media Department Executives*, 28 J. ADVERTISING RES. 56 (1988); Peggy J. Kreshel et al., *How Leading Advertising Agencies Perceive Effective Reach and Frequency*, 14 J. ADVERTISING 32 (1985).

¹⁰ Textbook sources that have identified the need for reach and frequency for years include: JACK S. SISSORS & JIM SURMANEK, *ADVERTISING MEDIA PLANNING*, 57-72 (2d ed. 1982); KENT M. LANCASTER & HELEN E. KATZ, *STRATEGIC MEDIA PLANNING* 120-156 (1989); DONALD W. JUGENHEIMER & PETER B. TURK, *ADVERTISING MEDIA* 123-126 (1980); JACK Z. SISSORS & LINCOLN BUMBA, *ADVERTISING MEDIA PLANNING* 93-122 (4th ed. 1993); JIM SURMANEK, *INTRODUCTION TO ADVERTISING MEDIA: RESEARCH, PLANNING, AND BUYING* 106-187 (1993).

¹¹ For example, Telmar is the world's leading supplier of media planning software and support services. Over 15,000 media professionals in 85 countries use Telmar systems for media and marketing planning tools including reach and frequency planning functions. Established in 1968, Telmar was the first company to provide media planning systems on a syndicated basis.

target audience of all adults 18 years and older across the country. Additionally, the media is targeted to reach individuals who might own their own business, have owned a business in the past, or make financial decisions for their business with secondary targets of “business owners” and “adults in business and finance occupations.”

NOTICE PLAN DETAIL

19. Class Notice is proposed to be disseminated pursuant to the plan and details set forth below and referred to as the “Notice Plan.” The Notice Plan was designed to provide notice to the following Rule 23(b)(3) Settlement Class (the “Settlement Class”): all persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to the Settlement Preliminary Approval Date, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or acquired Visa-Branded Card transactions or Mastercard-Branded Card transactions at any time from January 1, 2004 to the Settlement Preliminary Approval Date.

20. We further understand that the capitalized terms in the Class Definitions have the following meanings: “Mastercard-Branded Card” means any Credit Card or Debit Card that bears or uses the name Mastercard, Maestro, Cirrus, or any other brand name or mark owned or licensed by a Mastercard Defendant, or that is issued under any such brand or mark. “Visa-Branded Card” means any Credit Card or Debit Card that bears or uses the name Visa, Plus, Interlink, or any other brand name or mark owned or licensed for use by a Visa Defendant, or that is issued under any such brand or mark.

21. To guide the selection of measured media in reaching unknown members of the Settlement Class, the Notice Plan has three primary target audiences; 1) US Adults aged 18+; 2) US Adults who are Business Owners; and 3) US Adults who are in Business & Finance Occupations.

22. The combined, measured media notice effort is estimated to reach 80.4% all U.S. Adults aged 18+ with an average frequency of 2.8 times, 84.2% of all US Business Owners with an average frequency of 3.2 times; and 84.4% of all US Adults in Business and Finance Occupations, with an average frequency of 3.4 times. In my opinion, the projected reach of the extensive proposed media Notice Plan is the highest that is practicable, given the size and demographics of the proposed Settlement Class. In my experience, the projected reach and frequency of the Notice Plan is consistent with other court-approved notice programs in settlements of similar magnitude, and has been designed to meet and exceed due process requirements.

NOTICE PLAN

Individual Notice – Direct Mail

23. A Long-Form Notice will be mailed via first class mail to all Settlement Class members who can be identified with reasonable effort. Epiq will work with the settling parties to develop a notice database using the extensive database developed for the proposed 2012 settlement, combined with additional data provided by Visa and MasterCard, and 2013 - forward acquirer records. Epiq will combine and de-duplicate the data as appropriate. As with the data used for individual notice in the proposed 2012 settlement, extensive data analysis efforts will be undertaken to maximize the accuracy of the deduplication efforts and to enhance the deliverability of the mailing effort. To the extent reasonably possible, separate records will be “rolled-up” into one record for the notice mailing.

24. Prior to mailing, all mailing addresses will be checked against the National Change of Address (“NCOA”) database maintained by the United States Postal Service (“USPS”).¹² Any addresses that are returned by the NCOA database as invalid may be updated through a third-party address search service. In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

25. Notices returned as undeliverable will be re-mailed as practical to any new address available through postal service information, for example, to the address provided by the postal service on returned pieces for which the automatic forwarding order has expired, but which is still during the period in which the postal service returns the piece with the address indicated, or to better addresses that may be found using a third-party lookup service (“ALLFIND”, maintained by LexisNexis). Upon successfully locating better addresses, Notices will be promptly re-mailed. As with the prior proposed settlement, in situations in which there are multiple mailing records related to a single Settlement Class member taxpayer identification number at different addresses, Epiq will work to re-mail Notices only for those records for whom there was no delivered Notice to any address.

26. Additionally, a Long Form Notice will be mailed to all persons who request one via the toll-free phone number or by mail or email. The Long Form Notice will also be available

¹² The NCOA database contains records of all permanent change of address submissions received by the USPS for the last four years. The USPS makes this data available to mailing firms and lists submitted to it are automatically updated with any reported move based on a comparison with the person’s name and known address.

for download or printing at the Case Website (in English, Spanish, Chinese, Japanese, Korean, Russian, Thai and Vietnamese).

Supplemental Email Notice

27. A database of approximately 124,000 email addresses exists from the prior proposed settlement. Visitors to the existing settlement website were able to contact Epiq via email with questions. Those email addresses were logged. For all available email addresses, an Email Notice (including the text of the Long Form Notice) will be sent to all potential Settlement Class members for whom a facially valid email address is available. The Email Notice will be created using an embedded html text format. This format will provide text that is easy to read without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The emails will be sent using a server known to the major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Also, the emails will be sent in small groups so as to not be erroneously flagged as a bulk junk email blast. Each Summary Email Notice will be transmitted with a unique message identifier. If the receiving e-mail server cannot deliver the message, a “bounce code” should be returned along with the unique message identifier. For any Summary Email Notice for which a bounce code is received indicating that the message is undeliverable, at least two additional attempts will be made to deliver the Notice by email.

28. The Email Notice will include the website address of the Case Website. By accessing the Case Website, recipients will be able to easily access the Superseding and Amended Class Settlement Agreement and other information about the settlement.

National Consumer Publications

29. The Notice Plan includes a highly visible national print program. A full page notice will appear one time in the monthly magazines *National Geographic*, and *People en Español*. A full page notice will also appear once in the weekly magazines *Parade* and twice in the weekly magazine *People* and the bi-weekly magazine *Sports Illustrated*. The publications have an estimated combined circulation of 27.6 million, and a combined readership of 145.1 million.

30. Positioning will be sought for the Notices to be placed opposite news articles with documented high readership, and in certain other sections of publications to help ensure that, over the course of the media schedule, the greatest practicable number of potential Settlement Class members will see the Notice.

<i>Publication</i>	<i>Format</i>	<i>Circulation</i>	<i>Distribution</i>	<i># of Insertions</i>
<i>Parade</i>	Weekly	18,000,000	National	1
<i>People</i>	Weekly	3,400,000	National	2
<i>National Geographic</i>	Monthly	3,000,000	National	1
<i>People en Espanol</i>	11x a Year	540,000	National	1
<i>Sports Illustrated</i>	Bi-Weekly	2,700,000	National	2
TOTAL		27,640,000		

U.S. Territory Newspapers

31. A 1/2 or full page notice will appear one time in English and Spanish language newspapers targeting the United States territories. Specifically, the notice will run in the following ten newspapers:

<i>Publication</i>	<i>Format</i>	<i>Distribution</i>	<i># of Insertions</i>
<i>Agana Pacific Daily News</i>	Weekly (Monday)	Guam	1
<i>Caribbean Business</i>	Weekly (Thursday)	Puerto Rico	1

<i>Publication</i>	<i>Format</i>	<i>Distribution</i>	<i># of Insertions</i>
<i>El Nuevo Dia</i>	Mon-Sat	Puerto Rico	1
<i>El Vocero De Puerto Rico</i>	Mon-Fri	Puerto Rico	1
<i>Primera Hora</i>	Mon-Sat	Puerto Rico	1
<i>Saipan Tribune</i>	Weekly (Friday)	1. Northern Mariana Islands	1
<i>Samoa News</i>	Weekly (Monday)	American Samoa	1
<i>St. Croix Avis</i>	Weekly (Monday)	U.S. Virgin Islands	1
<i>St. John Trade Winds</i>	Weekly (Monday)	U.S. Virgin Islands	1
<i>Virgin Islands Daily News</i>	Weekly (Monday)	U.S. Virgin Islands	1

National Business Publications

32. To target business owners and adults in business and finance occupations, the Publication Notice will appear in eight selected leading national business publications as a full-page or equivalent size ad unit. The selected publications include some of the largest circulating newspapers in the U.S.

<i>Publication</i>	<i>Format</i>	<i>Distribution</i>	<i># of Insertions</i>
<i>Barrons</i>	Weekly (Saturday)	National	1
<i>Bloomberg Businessweek</i>	47x/year	National	1
<i>Financial Times</i>	Daily	National	1
<i>Forbes</i>	10x/year	National	1
<i>Fortune</i>	Monthly	National	1
<i>Investors Business Weekly</i>	Weekly (Monday)	National	1
<i>New York Times</i>	Daily	National	1
<i>Wall Street Journal</i>	Daily	National	1

33. The selected business publications have a combined circulation of over 4.27 million.

Trade, Business & Specialty Publications

34. The Publication Notice will appear in 64 selected trade, business & specialty publications once or twice as a full page or equivalent size ad unit for a total of 125 planned insertions. The selected publications, which include all editions of Crain's and the entire network of Business Journals, have a combined circulation of over 992,000. A complete list of the trade, business & specialty publications in which the Publication Notice will appear, is provided as **Attachment 2**.

Language & Ethnic Targeted Publications

35. To target foreign language and ethnic business owners and adults in business and finance occupations affected by the Settlement, the Publication Notice will appear in 113 language & ethnic targeted publications. The Publication Notice will appear as a full-page ad unit or equivalent size two times in selected daily or weekly publications and one time in selected monthly publications for a total of 220 planned insertions. The Publication Notice will be translated as appropriate into Spanish, Chinese, Japanese, Korean, Russian, Thai, and Vietnamese. The selected language & ethnic targeted publications have a combined circulation of over 5.84 million. A complete list of the language & ethnic targeted publications in which the Publication Notice will appear, is provided as **Attachment 3**.

Digital Banner Notice

36. The Notice Plan includes digital banner advertisements both broadly distributed across the United States and also targeted specifically to individuals more likely to be Settlement Class members. The Banner Notice will provide the Settlement Class with additional opportunities to be apprised of the proposed settlement and their rights.

37. Banner advertisements will appear on *Google* and *Yahoo! Ad Network* (now called *Oath*) in English, on the *Pulpo Ad Network* in Spanish and on the *Refuel Diversity Audience Network* in multiple languages (English, Spanish, Chinese, Japanese, Korean, Thai and Russian).

38. These banner advertisements will appear on a rotating schedule in either leaderboard or big box sizes.

39. Banner advertisements will also be displayed on the social media networks *Facebook* and *Instagram*. *Facebook* is the most widely used social networking service in the world. When a user logs into their account they are presented with their homepage. Banners will appear in the right hand column next to the newsfeed. On both *Facebook* and *Instagram*, some of the Banners will be targeted to individuals more likely to be Settlement Class members based on their expressed online preferences (small business owners, interested in business and finance, women business owners, etc).

40. Banners will also be placed on the websites of several financial media outlets mirrored in the print portion of the Notice Plan, such as the *WSJ.com*, *Bloomberg.com*, *Forbes.com*, *BiZ Journals* and others.

41. A summary of the Digital Banner Notice efforts is as follows:

<i>Network/Property</i>	<i>Banner Size</i>	<i># of Days</i>	<i>A18+ Impressions</i>
<i>BiZ Journals</i>	300x250, 728x90	35	3,467,337
<i>Bloomberg.com</i>	300x250, 728x90	35	1,000,000
<i>WSJ.com</i>	300x250, 728x90	35	1,000,000
<i>Forbes.com</i>	300x250, 728x90, 300x600	35	3,000,000
<i>Meredith Business Network</i> (<i>Fortune, Time, & Money</i>)	300x250, 728x90, 300x600, 320x50	35	3,663,004
<i>Facebook</i> (Adults 18+)	254x133	35	100,000,000

<i>Network/Property</i>	<i>Banner Size</i>	<i># of Days</i>	<i>A18+ Impressions</i>
-Facebook: Behavioral Targeting (Small Business Owners)	254x133	35	2,500,000
-Facebook: Interests include "Small Business Owners of America"	254x133	35	30,000
-Facebook: Interests include "National Association of Women Business Owners"	254x133	35	50,000
-Facebook: Profile Description includes "Chief Financial Officer"	254x133	35	75,000
-Facebook: Work Industries = "Business and Finance"	254x133	35	2,000,000
<i>Instagram (Mobile)</i>	1080x1080	35	5,000,000
-Instagram (Mobile): Behavioral Targeting (Small Business Owners)	1080x1080	35	1,000,000
-Instagram: Work Industries = "Business and Finance"	1080x1080	35	1,000,000
<i>Google Display Network</i>	300x250, 728x90, 300x600	35	125,000,000
-Google Affinity Audience: Business Ownership	300x250, 728x90, 300x600	35	50,000,000
-Google Intent Audience: Business Financial Services / Business & Finance	300x250, 728x90, 300x600	35	10,000,000
<i>Oath (Yahoo!) Ad Network</i>	300x250, 728x90, 300x600	35	75,000,000
- Oath Data Audience: Small Business & Entrepreneurship	300x250, 728x90, 300x600	35	15,000,000
<i>Refuel Diversity Audience Network</i>	300x250, 728x90, 300x600, 320x50	35	11,379,310
<i>Pulpo Spanish Ad Network</i>	300x250, 728x90, 300x600	35	20,000,000
TOTAL			430,164,651

Source: 2018 comScore Data.

42. Combined, approximately 430.1 million adult impressions will be generated by these Banner Notices over a 31-day period. Clicking on the Banner Notice will bring the reader to the Case Website where they can obtain detailed information about the case.

Placing Notices to be Highly Visible

43. The Notices are designed to be highly visible and noticeable. Since all placements are not equal, extra care will be taken to place Notices in positions that will generate visibility among potential Settlement Class members.

44. In print, positioning will be sought opposite news articles with documented high readership, and in certain other sections of publications to help ensure that, over the course of the media schedule, the greatest practicable number of potential Settlement Class members will see the Notice.

45. In digital, placement will be sought above the fold¹³ on the websites. The *Facebook* advertisements will appear on the right-hand side of the user's news feed, above the fold, on the top half of the page. The *Google, Oath (Yahoo!) Ad Network, Pulpo Ad Network, Refuel* and business website Banner Notices will appear in multiple sizes, which may include:

Leaderboard

- Horizontal, 728 x 90 pixels
- Located at the top of the screen

Big Box or Box (also known by other similar names)

- Square Box, 300 x 250 pixels
- Can be located on left or right side of screen

¹³ “Above the fold” is a term to refer to the portion of a website that can be viewed by a visitor, typically without the need to scroll down the page.

Internet Sponsored Search Listings

46. To facilitate Class Members with locating the Case Website, sponsored search listings will be acquired on the three most highly-visited internet search engines: *Google*, *Yahoo!* and *Bing*. When search engine visitors search on common keyword combinations such as “Visa Mastercard Settlement,” “Interchange Fee Settlement,” or “Payment Card Settlement,” the sponsored search listing will generally be displayed at the top of the page prior to the search results or in the upper right hand column.

47. The Sponsored Search Listings will be provided to search engine visitors across the United States, and will assist Settlement Class members in finding and accessing the Case Website.

Informational Release

48. To build additional reach and extend exposures, a party-neutral Informational Release, as provided in **Attachment 4**, will be issued nationwide to approximately 5,000 general media (print and broadcast) outlets and 5,400 online databases and websites throughout the United States. The Informational Release will also be issued to several “microlists” targeting niche media appropriate for this Settlement Class. These microlists include: "Small Business," "Top Legal Newspapers," "General Retailing," "Finance," and "Accounting." The Informational Release will serve a valuable role by providing additional notice exposures beyond that which was provided by the paid media. There is no guarantee that any news stories will result, but if they do, potential Settlement Class members will have additional opportunities to learn that their rights are at stake in credible news media, adding to their understanding. The Informational Release will include the toll free number and Case Website address.

Case Website, Toll-free Telephone Number, Email Inbox and Postal Mailing Address

49. A dedicated website for the previous proposed settlement (www.PaymentCardSettlement.com) was created and became available on December 7, 2012 and that website will continue to be used here as the Case Website. The content of the website will be updated to reflect the terms of the Superseding and Amended Class Settlement Agreement and will include all relevant deadlines for Settlement Class members to act. Settlement Class members will be able to obtain detailed information about the new settlement and review documents including, but not limited to, the Publication Notice, Long-Form Notice, the Superseding and Amended Definitive Class Settlement Agreement and all its Appendices, all papers filed in connection with the motions for approval of the class settlement and any motions for attorneys' fees, expenses, or service awards, and answers to frequently asked questions (FAQs). As before, the Case Website will be translated and available in Spanish, Chinese, Japanese, Korean, Russian, Thai, and Vietnamese with translated versions of the Publication Notice and the Long-Form Notice. Links for each language and corresponding country flag will continue to be displayed prominently in the top right corner of all key pages of the website.

50. The Case Website address will be displayed prominently on all notice documents. The Banner Notices will link directly to the case website.

51. The toll-free phone number used for the prior settlements (1-800-625-6440) will be continued for this proposed settlement to allow Settlement Class members to call for additional information, listen to answers to FAQs and request that a Long Form Notice or the Settlement Agreement be mailed to them. Live operators will be available as needed. The toll-free number will be prominently displayed in the Notice documents as appropriate.

52. The existing email inbox, info@PaymentCardSettlement.com, will continue to be operational.

53. A post office box will also be used for the settlement, allowing Settlement Class members to contact the claims administrator by mail with any specific requests or questions.

PLAIN LANGUAGE NOTICE DESIGN

54. *Notices designed to increase readership and comprehension.* All proposed Notices are designed to be “noticed,” reviewed, and—by presenting the information in plain language—understood by Settlement Class members. The design of the Notices followed the principles embodied in the Federal Judicial Center’s illustrative “model” notices posted at www.fjc.gov. Many courts have approved notices that we have written and designed in a similar fashion. The Notices contain substantial, albeit easy-to-read, summaries of all of the key information about Settlement Class members’ rights and options. The Notices, as produced, are worded clearly with an emphasis on simple, plain language to encourage readership and comprehension.

55. The Publication Notice will feature a prominent headline in bold text (“**A settlement of as much as [\$6.24] Billion and not less than [\$5.54] Billion will provide payments to merchants that accepted Visa and Mastercard since 2004.**”). Design elements alert recipients and readers that the Notice is an important document authorized by a court (“*A federal court directed this Notice.*”) and that the content may affect them, thereby supplying reasons to read the Notice.

56. The Long-Form Notice provides substantial information to Settlement Class members. The Long-Form Notice begins with a summary page providing a concise overview of the important information highlighting key options available to Settlement Class members. A table of contents, categorized into logical sections helps to organize the information, while a question-and-answer format makes it easy to find answers to common questions by breaking the information into simple headings.

57. The ad units in which the Publication Notice will appear promote attention to the settlement. In most print publications, the Notices are full-page units or similar sizes to promote readership.

CONCLUSION

58. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by federal and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice program be designed to reach the greatest practicable number of potential Settlement Class members and, in a settlement class action notice situation such as this, that the notice or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to Settlement Class members in any way. All of these requirements will be met in this proposed Notice Plan.

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

A. “But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950).

B. “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 174 (1974) citing *Mullane* at 314.


60. Individual notice in the form of the Long Form Notice will be sent via First Class mail to all Settlement Class members who can be identified with reasonable effort. As with the prior proposed settlement in 2012, extensive effort will be made to aggregate all relevant Class member data and mail Notice to each potential Class member identified. It is expected that the total number of Long Form Notices sent will reach well in the millions.

61. Based on conservative calculations, the combined measurable paid print and Internet effort alone will reach an estimated 80.4% all U.S. Adults aged 18+ with an average frequency of 2.8 times, 84.2% of all US Business Owners with an average frequency of 3.2 times; and 84.4% of all US Adults in Business and Finance Occupations, with an average frequency of 3.4 times. Although not calculable, reach and frequency of exposure will be enhanced further by the individual notice effort, notice placements in trade, business & specialty publications, language & ethnic targeted publications, U.S. territories newspapers, an informational release, Internet sponsored listings, and the Case Website.

62. The combined individual notice and media efforts will conform to due process requirements, all aspects of Federal Rule of Civil Procedure 23, and comport with the guidance for effective notice articulated in the Manual for Complex Litigation 4th. The Notice Program described above will provide the best notice practicable under the circumstances of this case, and will far exceed all requirements for the adequacy of class notice.

63. The Notice Plan schedule will afford enough time to provide full and proper notice to Settlement Class members before any opt-out and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on August 31, 2018.



Cameron R. Azari, Esq.
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Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications is a leading provider of legal notice services for large-scale class action and bankruptcy matters. We specialize in providing quality, expert, notice plan development – designing notice programs that satisfy due process requirements and withstand judicial scrutiny. For more than 23 years, Hilsoft Notifications' notice plans have been approved and upheld by courts. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world. Case examples include:

- Hilsoft designed and implemented monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, and Nissan vehicles as part of \$1.2 billion in settlements regarding Takata airbags. The Notice Plans included individual mailed notice to more than 51.5 million potential Class Members and notice via consumer publications, U.S. Territory newspapers, radio spots, internet banners, mobile banners, and specialized behaviorally targeted digital media. Combined, the Notice Plans reached more than 95% of adults aged 18+ in the U.S. who owned or leased a subject vehicle with a frequency of 4.0 times each. ***In re: Takata Airbag Products Liability Litigation (OEMS – BMW, Mazda, Subaru, Toyota, Honda and Nissan)***, MDL No. 2599 (S.D. Fla.).
- A comprehensive notice program within the *Volkswagen Emissions Litigation* that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort. ***In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)***, MDL No. 2672 (N.D. Cal.).
- Hilsoft designed and implemented an extensive settlement Notice Plan for a class period spanning more than 40 years for smokers of light cigarettes. The Notice Plan delivered a measured reach of approximately 87.8% of Arkansas Adults 25+ with a frequency of 8.9 times and approximately 91.1% of Arkansas Adults 55+ with a frequency of 10.8 times. Hispanic newspaper notice, an informational release, radio PSAs, sponsored search listings and a case website further enhanced reach. ***Miner v. Philip Morris USA, Inc.***, No. 60CV03-4661 (Ark. Cir.).
- One of the largest claim deadline notice campaigns ever implemented, for BP's \$7.8 billion settlement claim deadline relating to the Deepwater Horizon oil spill. Hilsoft Notifications designed and implemented the claim deadline notice program, which resulted in a combined measurable paid print, television, radio and Internet effort that reached in excess of 90% of adults aged 18+ in the 26 identified DMAs covering the Gulf Coast Areas an average of 5.5 times each. ***In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Large asbestos bar date notice effort, which included individual notice, national consumer publications, hundreds of local and national newspapers, Spanish newspapers, union labor publications, and digital media to reach the target audience. ***In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Date Notice)***, 14-10979(CSS) (Bankr. D. Del.).
- Landmark \$6.05 billion settlement reached by Visa and MasterCard. The intensive notice program involved over 19.8 million direct mail notices to class members together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade & specialty publications, and language & ethnic targeted publications. Hilsoft also implemented an extensive online notice campaign with banner notices, which generated more than 770 million adult impressions, a case website in eight

languages, and acquisition of sponsored search listings to facilitate locating the website. ***In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation***, MDL No. 1720 (E.D.N.Y.).

- BP's \$7.8 billion settlement of claims related to the Deepwater Horizon oil spill emerged from possibly the most complex class action in U.S. history. Hilsoft Notifications drafted and opined on all forms of notice. The 2012 notice program designed by Hilsoft reached at least 95% Gulf Coast region adults via television, radio, newspapers, consumer publications, trade journals, digital media and individual notice. ***In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010***, MDL No. 2179 (E.D. La.).
- Momentous injunctive settlement reached by American Express regarding merchant payment card processing. The notice program provided extensive individual notice to more than 3.8 million merchants as well as coverage in national and local business publications, retail trade publications and placement in the largest circulation newspapers in each of the U.S. territories and possessions. ***In re American Express Anti-Steering Rules Antitrust Litigation (II)***, MDL No. 2221 (E.D.N.Y.) ("Italian Colors").
- Overdraft fee class actions have been brought against nearly every major U.S. commercial bank. For related settlements, Hilsoft Notifications has developed programs that integrate individual notice and paid media efforts. PNC, Citizens, TD Bank, Fifth Third, Harris Bank M&I, Comerica Bank, Susquehanna Bank, Capital One, M&T Bank and Synovus are among the more than 20 banks that have retained Hilsoft. ***In re Checking Account Overdraft Litigation***, MDL No. 2036 (S.D. Fla.).
- Possibly the largest data breach in U.S. history with approximately 130 million credit and debit card numbers stolen. ***In re Heartland Data Security Breach Litigation***, MDL No. 2046 (S.D. Tex.).
- Largest and most complex class action in Canadian history. Designed and implemented groundbreaking notice to disparate, remote aboriginal people in the multi-billion dollar settlement. ***In re Residential Schools Class Action Litigation***, 00-CV-192059 CPA (Ont. Super. Ct.).
- Extensive point of sale notice program of a settlement providing payments up to \$100,000 related to Chinese drywall – 100 million notices distributed to Lowe's purchasers during a six-week period. ***Vereen v. Lowe's Home Centers***, SU10-CV-2267B (Ga. Super. Ct.).
- Largest discretionary class action notice campaign involving virtually every adult in the U.S. for the settlement. ***In re Trans Union Corp. Privacy Litigation***, MDL No. 1350 (N.D. Ill.).
- Most complex national data theft class action settlement involving millions of class members. ***Lockwood v. Certegy Check Services, Inc.***, 8:07-cv-1434-T-23TGW (M.D. Fla.).
- Largest combined U.S. and Canadian retail consumer security breach notice program. ***In re TJX Companies, Inc., Customer Data Security Breach Litigation***, MDL No. 1838 (D. Mass.).
- Most comprehensive notice ever in a securities class action for the \$1.1 billion settlement of ***In re Royal Ahold Securities and ERISA Litigation***, MDL No. 1539 (D. Md.).
- Most complex worldwide notice program in history. Designed and implemented all U.S. and international media notice with 500+ publications in 40 countries and 27 languages for \$1.25 billion settlement. ***In re Holocaust Victims Assets, "Swiss Banks"***, No. CV-96-4849 (E.D.N.Y.).
- Largest U.S. claim program to date. Designed and implemented a notice campaign for the \$10 billion program. ***Tobacco Farmer Transition Program***, (U.S. Dept. of Ag.).
- Multi-national claims bar date notice to asbestos personal injury claimants. Opposing notice expert's reach methodology challenge rejected by court. ***In re Babcock & Wilcox Co***, No. 00-10992 (E.D. La.).

LEGAL NOTICING EXPERTS

Cameron Azari, Esq., Director of Legal Notice

Cameron Azari, Esq. has more than 17 years of experience in the design and implementation of legal notification and claims administration programs. He is a nationally recognized expert in the creation of class action notification campaigns in compliance with Fed R. Civ. P. 23(c)(2) (d)(2) and (e) and similar state class action statutes. Cameron has been responsible for hundreds of legal notice and advertising programs. During his career, he has been involved in an array of high profile class action matters, including *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation (MasterCard & Visa)*, *In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico*, *Heartland Payment Systems*, *In re: Checking Account Overdraft Litigation*, *Lowe's Home Centers*, *Department of Veterans Affairs (VA)*, and *In re Residential Schools Class Action Litigation*. He is an active author and speaker on a broad range of legal notice and class action topics ranging from amendments to FRCP Rule 23 to email noticing, response rates and optimizing settlement effectiveness. Cameron is an active member of the Oregon State Bar. He received his B.S. from Willamette University and his J.D. from Northwestern School of Law at Lewis and Clark College. Cameron can be reached at caza@legalnotice.com.

Lauran Schultz, Executive Director

Lauran Schultz consults extensively with clients on notice adequacy and innovative legal notice programs. Lauran has more than 20 years of experience as a professional in the marketing and advertising field, specializing in legal notice and class action administration for the past seven years. High profile actions he has been involved in include companies such as BP, Bank of America, Fifth Third Bank, Symantec Corporation, Lowe's Home Centers, First Health, Apple, TJX, CNA and Carrier Corporation. Prior to joining Epiq in 2005, Lauran was a Senior Vice President of Marketing at National City Bank in Cleveland, Ohio. Lauran's education includes advanced study in political science at the University of Wisconsin-Madison along with a Ford Foundation fellowship from the Social Science Research Council and American Council of Learned Societies. Lauran can be reached at lschultz@hilsoft.com.

ARTICLES AND PRESENTATIONS

- **Cameron Azari** Co-Author, "A Practical Guide to Chapter 11 Bankruptcy Publication Notice." E-book, published, May 2017.
- **Cameron Azari** Featured Speaker, "Proposed Changes to Rule 23 Notice and Scrutiny of Claim Filing Rates," DC Consumer Class Action Lawyers Luncheon, December 6, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, April 25, 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, February 10, 2015.
- **Cameron Azari** Speaker, "Pitfalls of Class Action Notice and Claims Administration." PLI's Class Action Litigation 2014 Conference, New York, NY, July 9, 2014.
- **Cameron Azari** Co-Author, "What You Need to Know About Frequency Capping In Online Class Action Notice Programs." *Class Action Litigation Report*, June 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, New York, NY, April 7-8, 2014 and Chicago, IL, April 28-29, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, January 29-30, 2014.

- **Cameron Azari** Speaker, “Legal Notice in Building Products Cases.” HarrisMartin’s Construction Product Litigation Conference, Miami, FL, October 25, 2013.
- **Cameron Azari** Co-Author, “Class Action Legal Noticing: Plain Language Revisited.” *Law360*, April 2013.
- **Cameron Azari** Speaker, “Legal Notice in Consumer Finance Settlements Getting your Settlement Approved.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 31-February 1, 2013.
- **Cameron Azari** Speaker, “Perspectives from Class Action Claims Administrators: Email Notices and Response Rates.” CLE International’s 8th Annual Class Actions Conference, Los Angeles, CA, May 17-18, 2012.
- **Cameron Azari** Speaker, “Class Action Litigation Trends: A Look into New Cases, Theories of Liability & Updates on the Cases to Watch.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 26-27, 2012.
- **Lauran Schultz** Speaker, “Legal Notice Best Practices: Building a Workable Settlement Structure.” CLE International’s 7th Annual Class Action Conference, San Francisco, CA, May 2011.
- **Cameron Azari** Speaker, “Data Breaches Involving Consumer Financial Information: Litigation Exposures and Settlement Considerations.” ACI’s Consumer Finance Class Actions and Litigation, New York, NY, January 2011.
- **Cameron Azari** Speaker, “Notice in Consumer Class Actions: Adequacy, Efficiency and Best Practices.” CLE International’s 5th Annual Class Action Conference: Prosecuting and Defending Complex Litigation, San Francisco, CA, 2009.
- **Lauran Schultz** Speaker, “Efficiency and Adequacy Considerations in Class Action Media Notice Programs.” Chicago Bar Association, Chicago, IL, 2009.
- **Cameron Azari** Author, “Clearing the Five Hurdles of Email - Delivery of Class Action Legal Notices.” *Thomson Reuters Class Action Litigation Reporter*, June 2008.
- **Cameron Azari** Speaker, “Planning for a Smooth Settlement.” ACI: Class Action Defense – Complex Settlement Administration for the Class Action Litigator, Phoenix, AZ, 2007.
- **Cameron Azari** Speaker, “Noticing and Response Rates in Class Action Settlements” – Class Action Bar Gathering, Vancouver, British Columbia, 2007.
- **Cameron Azari** Speaker, “Structuring a Litigation Settlement.” CLE International’s 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Skadden Arps Slate Meagher & Flom, LLP, New York, NY, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Bridgeport Continuing Legal Education, Class Action and the UCL, San Diego, CA, 2006.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stoel Rives litigation group, Portland, OR / Seattle, WA / Boise, ID / Salt Lake City, UT, 2005.
- **Cameron Azari** Speaker, “Notice and Response Rates in Class Action Settlements” – Stroock & Stroock & Lavan litigation group, Los Angeles, CA, 2005.

- **Cameron Azari** Author, “Twice the Notice or No Settlement.” Current Developments – Issue II, August 2003.
- **Cameron Azari** Speaker, “A Scientific Approach to Legal Notice Communication” – Weil Gotshal litigation group, New York, NY, 2003.

JUDICIAL COMMENTS

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

The Court is satisfied that the Notice Program was reasonably calculated to notify Class Members of the proposed Settlement. The Notice “appris[e]d interested parties of the pendency of the action and afford[ed] them an opportunity to present their objections.” Mullane v. Cent. Hanover Bank & Trust Co., 339 U.S. 306, 314 (1950). Indeed, the Notice Administrator reports that the notice delivery rate of 97.04% “exceed[ed] the expected range and is indicative of the extensive address updating and re-mailing protocols used.” (Dkt. No. 3188-2 ¶24.)

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (April 13, 2017) No. 8:15-cv-00061-JFB-FG3 (D. Neb.):

The court finds that the notice to the Settlement Class of the pendency of the Class Action and of this settlement, as provided by the Settlement Agreement and by the Preliminary Approval Order dated December 7, 2017, constituted the best notice practicable under the circumstances to all persons and entities within the definition of the Settlement Class, and fully complied with the requirements of Federal Rules of Civil Procedure Rule 23 and due process. Due and sufficient proof of the execution of the Notice Plan as outlined in the Preliminary Approval Order has been filed.

Judge Yvonne Gonzalez Rogers, *Bias v. Wells Fargo & Company, et al.* (April 13, 2017) No. 4:12-cv-00664- YGR (N.D. Cal.):

The form, content, and method of dissemination of Notice of Settlement given to the Settlement Class was adequate and reasonable and constituted the best notice practicable under the circumstances, including both individual notice to all Settlement Class Members who could be identified through reasonable effort and publication notice.

Notice of Settlement, as given, complied with the requirements of Rule 23 of the Federal Rules of Civil Procedure, satisfied the requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

Notice of the Settlement was provided to the appropriate regulators pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715(c)(1).

Judge Carlos Murguia, *Whitton v. Deffenbaugh Industries, Inc., et al* (December 14, 2016) No. 2:12-cv-02247 (D. Kan.) and **Gary, LLC v. Deffenbaugh Industries, Inc., et al** (December 14, 2016) No. 2:13-cv-2634 (D. Kan.):

The Court determines that the Notice Plan as implemented was reasonably calculated to provide the best notice practicable under the circumstances and contained all required information for members of the proposed Settlement Class to act to protect their interests. The Court also finds that Class Members were provided an adequate period of time to receive Notice and respond accordingly.

Judge Yvette Kane, *In re: Shop-Vac Marketing and Sales Practices Litigation* (December 9, 2016) MDL No. 2380 (M.D. Pa.):

The Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of due process, Rule 23 of

the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all other applicable laws.

Judge Timothy D. Fox, *Miner v. Philip Morris USA, Inc.* (November 21, 2016) No. 60CV03-4661 (Ark. Cir.):

The Court finds that the Settlement Notice provided to potential members of the Class constituted the best and most practicable notice under the circumstances, thereby complying fully with due process and Rule 23 of the Arkansas Rules of Civil Procedure.

Judge Eileen Bransten, *In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation* (October 13, 2016) No. 650562/2011 (Sup. Ct. N.Y.):

This Court finds that the Notice Program and the Notice provided to Settlement Class members fully satisfied the requirements of constitutional due process, the N.Y. C.P.L.R., and any other applicable laws, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all persons entitled thereto.

Judge Jerome B. Simandle, *In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation* (September 20, 2016) MDL No. 2540 (D. N.J.):

The Court hereby finds that the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances. Said Notice provided due and adequate notice of these proceedings and the matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, requirements of due process and any other applicable law.

Judge Marcia G. Cooke, *Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.* (April 11, 2016) No. 14- 23120 (S.D. Fla.):

Pursuant to the Court's Preliminary Approval Order, the Settlement Administrator, Epiq Systems, Inc. [Hilsoft Notifications], has complied with the approved notice process as confirmed in its Declaration filed with the Court on March 23, 2016. The Court finds that the notice process was designed to advise Class Members of their rights. The form and method for notifying Class Members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order, constituted the best notice practicable under the circumstances, and satisfied the requirements of Federal Rule of Civil Procedure 23(c)(2)(B), the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, and due process under the United States Constitution and other applicable laws.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp, et al.*, (July 30, 2015) 14-10979(CSS) (Bankr. D. Del.):

Notice of the Asbestos Bar Date as set forth in this Asbestos Bar Date Order and in the manner set forth herein constitutes adequate and sufficient notice of the Asbestos Bar Date and satisfies the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

Judge David C. Norton, *In re: MI Windows and Doors Inc. Products Liability Litigation* (July 22, 2015) MDL No. 2333, No. 2:12-mn-00001 (D. S.C.):

The court finds that the Notice Plan, as described in the Settlement and related declarations, has been faithfully carried out and constituted the best practicable notice to Class Members under the circumstances of this Action, and was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to be provided with Notice.

The court also finds that the Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of: (1) the pendency of this class action; (2) their right to exclude themselves from the Settlement Class and the proposed Settlement; (3) their right to object to any aspect of the proposed Settlement (including final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed Settlement, the adequacy of the Settlement Class's representation by Named Plaintiffs or Class Counsel, or the award of attorney's and representative fees); (4) their right to appear at the fairness hearing (either on their own

or through counsel hired at their own expense); and (5) the binding and preclusive effect of the orders and Final Order and Judgment in this Action, whether favorable or unfavorable, on all Persons who do not request exclusion from the Settlement Class. As such, the court finds that the Notice fully satisfied the requirements of the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 23(c)(2) and (e), the United States Constitution (including the Due Process Clause), the rules of this court, and any other applicable law, and provided sufficient notice to bind all Class Members, regardless of whether a particular Class Member received actual notice.

Judge Robert W. Gettleman, *Adkins v. Nestle Purina PetCare Company, et al.*, (June 23, 2015) No. 12-cv-2871 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the notice requirements specified by the Court in the Preliminary Approval Order. Such notice fully and accurately informed the Settlement Class members of all material elements of the proposed Settlement and of their opportunity to object or comment thereon or to exclude themselves from the Settlement; provided Settlement Class Members adequate instructions and a variety of means to obtain additional information; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Settlement Class members; and complied fully with the laws of the State of Illinois, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.

Judge James Lawrence King, *Steen v. Capital One, N.A.* (May 22, 2015) No. 2:10-cv-01505-JCZ-KWR (E.D. La.) and No. 1:10-cv-22058-JLK (S.D. Fla.) as part of ***In Re: Checking Account Overdraft Litigation***, MDL 2036 (S.D. Fla.)

The Court finds that the Settlement Class Members were provided with the best practicable notice; the notice was reasonably calculated, under [the] circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Shutts*, 472 U.S. at 812 (quoting *Mullane*, 339 U.S. at 314-15). This Settlement with Capital One was widely publicized, and any Settlement Class Member who wished to express comments or objections had ample opportunity and means to do so. Azari Decl. ¶¶ 30-39.

Judge Rya W. Zobel, *Gulbankian et al. v. MW Manufacturers, Inc.*, (December 29, 2014) No. 1:10-cv-10392-RWZ (D. Mass.):

This Court finds that the Class Notice was provided to the Settlement Class consistent with the Preliminary Approval Order and that it was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and applicable law. The Court finds that the Notice Plan that was implemented by the Claims Administrator satisfies the requirements of FED. R. CIV. P. 23, 28 U.S.C. § 1715, and Due Process, and is the best notice practicable under the circumstances. The Notice Plan constituted due and sufficient notice of the Settlement, the Final Approval Hearing, and the other matters referred to in the notices. Proof of the giving of such notices has been filed with the Court via the Azari Declaration and its exhibits.

Judge Edward J. Davila, *Rose v. Bank of America Corporation, and FIA Card Services, N.A.*, (August 29, 2014) No. 5:11-CV-02390-EJD; 5:12-CV-04009-EJD (N.D. Cal.):

The Court finds that the notice was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of this action, all material elements of the Settlement, the opportunity for Settlement Class Members to exclude themselves from, object to, or comment on the settlement and to appear at the final approval hearing. The notice was the best notice practicable under the circumstances, satisfying the requirements of Rule 23(c)(2)(B); provided notice in a reasonable manner to all class members, satisfying Rule 23(e)(1)(B); was adequate and sufficient notice to all Class Members; and, complied fully with the laws of the United States and of the Federal Rules of Civil Procedure, due process and any other applicable rules of court.

Judge James A. Robertson, II, *Wong et al. v. Alacer Corp.* (June 27, 2014) No. CGC-12-519221 (Cal. Super. Ct.):

Notice to the Settlement Class has been provided in accordance with the Preliminary Approval Order. Based on the Declaration of Cameron Azari dated March 7, 2014, such Class Notice has been provided in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances and satisfies the

requirements of California Civil Code Section 1781, California Civil Code of Civil Procedure Section 382, Rules 3.766 of the California Rules of Court, and due process.

Judge John Gleeson, *In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, (December 13, 2013) No. 1:05-cv-03800 (E.D. NY.):

The Class Administrator notified class members of the terms of the proposed settlement through a mailed notice and publication campaign that included more than 20 million mailings and publication in more than 400 publications. The notice here meets the requirements of due process and notice standards... The objectors' complaints provide no reason to conclude that the purposes and requirements of a notice to a class were not met here.

Judge Lance M. Africk, *Evans, et al. v. TIN, Inc., et al*, (July 7, 2013) No. 2:11-cv-02067 (E.D. La.):

The Court finds that the dissemination of the Class Notice... as described in Notice Agent Luran Schultz's Declaration: (a) constituted the best practicable notice to Class Members under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances...; (c) constituted notice that was reasonable, due, adequate, and sufficient; and (d) constituted notice that fully satisfied all applicable legal requirements, including Rules 23(c)(2)(B) and (e)(1) of the Federal Rules of Civil Procedure, the United States Constitution (including Due Process Clause), the Rules of this Court, and any other applicable law, as well as complied with the Federal Judicial Center's illustrative class action notices.

Judge Edward M. Chen, *Marolda v. Symantec Corporation*, (April 5, 2013) No. 08-cv-05701 (N.D. Cal.):

Approximately 3.9 million notices were delivered by email to class members, but only a very small percentage objected or opted out . . . The Court . . . concludes that notice of settlement to the class was adequate and satisfied all requirements of Federal Rule of Civil Procedure 23(e) and due process. Class members received direct notice by email, and additional notice was given by publication in numerous widely circulated publications as well as in numerous targeted publications. These were the best practicable means of informing class members of their rights and of the settlement's terms.

Judge Ann D. Montgomery, *In re Zurn Pex Plumbing Products Liability Litigation*, (February 27, 2013) No. 0:08cv01958 (D. Minn.):

The parties retained Hilsoft Notifications ("Hilsoft"), an experienced class-notice consultant, to design and carry out the notice plan. The form and content of the notices provided to the class were direct, understandable, and consistent with the "plain language" principles advanced by the Federal Judicial Center.

*The notice plan's multi-faceted approach to providing notice to settlement class members whose identity is not known to the settling parties constitutes "the best notice [*26] that is practicable under the circumstances" consistent with Rule 23(c)(2)(B).*

Magistrate Judge Stewart, *Gessele et al. v. Jack in the Box, Inc.*, (January 28, 2013) No. 3:10-cv-960 (D. Or.):

Moreover, plaintiffs have submitted [a] declaration from Cameron Azari (docket #129), a nationally recognized notice expert, who attests that fashioning an effective joint notice is not unworkable or unduly confusing. Azari also provides a detailed analysis of how he would approach fashioning an effective notice in this case.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Medical Benefits Settlement), (January 11, 2013) MDL No. 2179 (E.D. La.):

Through August 9, 2012, 366,242 individual notices had been sent to potential [Medical Benefits] Settlement Class Members by postal mail and 56,136 individual notices had been e-mailed. Only 10,700 mailings—or 3.3%—were known to be undeliverable. (Azari Decl. ¶¶ 8, 9.) Notice was also provided through an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, highly-trafficked websites, and Sunday local newspapers (via newspaper supplements). Notice was also provided in non-measured trade, business and specialty publications, African-

American, Vietnamese, and Spanish language publications, and Cajun radio programming. The combined measurable paid print, television, radio, and Internet effort reached an estimated 95% of adults aged 18+ in the Gulf Coast region an average of 10.3 times each, and an estimated 83% of all adults in the United States aged 18+ an average of 4 times each. (*Id.* ¶¶ 8, 10.) All notice documents were designed to be clear, substantive, and informative. (*Id.* ¶ 5.)

The Court received no objections to the scope or content of the [Medical Benefits] Notice Program. (Azari Supp. Decl. ¶ 12.) The Court finds that the Notice and Notice Plan as implemented satisfied the best notice practicable standard of Rule 23(c) and, in accordance with Rule 23(e)(1), provided notice in a reasonable manner to Class Members who would be bound by the Settlement, including individual notice to all Class Members who could be identified through reasonable effort. Likewise, the Notice and Notice Plan satisfied the requirements of Due Process. The Court also finds the Notice and Notice Plan satisfied the requirements of CAFA.

Judge Carl J. Barbier, *In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010*

(*Economic and Property Damages Settlement*), (December 21, 2012) MDL No. 2179 (E.D. La.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rule of Civil Procedure 23(c)(2)(b) and 23(e), the Class Action Fairness Act (28 U.S.C. § 1711 *et seq.*), and the Due Process Clause of the United States Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation. The notice program surpassed the requirements of Due Process, Rule 23, and CAFA. Based on the factual elements of the Notice Program as detailed below, the Notice Program surpassed all of the requirements of Due Process, Rule 23, and CAFA.

The Notice Program, as duly implemented, surpasses other notice programs that Hilsoft Notifications has designed and executed with court approval. The Notice Program included notification to known or potential Class Members via postal mail and e-mail; an extensive schedule of local newspaper, radio, television and Internet placements, well-read consumer magazines, a national daily business newspaper, and Sunday local newspapers. Notice placements also appeared in non-measured trade, business, and specialty publications, African-American, Vietnamese, and Spanish language publications, and Cajun radio programming. The Notice Program met the objective of reaching the greatest possible number of class members and providing them with every reasonable opportunity to understand their legal rights. See Azari Decl. ¶¶ 8, 15, 68. The Notice Program was substantially completed on July 15, 2012, allowing class members adequate time to make decisions before the opt-out and objections deadlines.

The media notice effort alone reached an estimated 95% of adults in the Gulf region an average of 10.3 times each, and an estimated 83% of all adults in the United States an average of 4 times each. These figures do not include notice efforts that cannot be measured, such as advertisements in trade publications and sponsored search engine listings. The Notice Program fairly and adequately covered and notified the class without excluding any demographic group or geographic area, and it exceeded the reach percentage achieved in most other court-approved notice programs.

Judge Alonzo Harris, *Opelousas General Hospital Authority, A Public Trust, D/B/A Opelousas General Health System and Arklamiss Surgery Center, L.L.C. v. FairPay Solutions, Inc.*, (August 17, 2012) No. 12-C-1599 (27th Jud. D. Ct. La.):

Notice given to Class Members and all other interested parties pursuant to this Court's order of April 18, 2012, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as Defined for settlement purposes only, the terms of the Settlement Agreement, Class Members rights to be represented by private counsel, at their own costs, and Class Members rights to appear in Court to have their objections heard, and to afford persons or entities within the Class Definition an opportunity to exclude themselves from the Class. Such notice complied with all requirements of the federal and state constitutions, including the Due Process Clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Class as Defined.

Judge James Lawrence King, *In re Checking Account Overdraft Litigation (IBERIABANK)*, (April 26, 2012) MDL No. 2036 (S.D. Fla.):

The Court finds that the Notice previously approved was fully and properly effectuated and was sufficient to satisfy the requirements of due process because it described “the substantive claims . . . [and] contained information reasonably necessary to [allow Settlement Class Members to] make a decision to remain a class member and be bound by the final judgment.” In re Nissan Motor Corp. Antitrust Litig., 552 F.2d 1088, 1104-05 (5th Cir. 1977). The Notice, among other things, defined the Settlement Class, described the release as well as the amount and method and manner of proposed distribution of the Settlement proceeds, and informed Settlement Class Members of their rights to opt-out or object, the procedures for doing so, and the time and place of the Final Approval Hearing. The Notice also informed Settlement Class Members that a class judgment would bind them unless they opted out, and told them where they could obtain more information, such as access to a full copy of the Agreement. Further, the Notice described in summary form the fact that Class Counsel would be seeking attorneys’ fees of up to 30 percent of the Settlement. Settlement Class Members were provided with the best practicable notice “reasonably calculated, under [the] circumstances, to apprise them of the pendency of the action and afford them an opportunity to present their objections.” Mullane, 339 U.S. at 314. The content of the Notice fully complied with the requirements of Rule 23.

Judge Bobby Peters, *Vereen v. Lowe’s Home Centers*, (April 13, 2012) SU10-CV-2267B (Ga. Super. Ct.):

The Court finds that the Notice and the Notice Plan was fulfilled, in accordance with the terms of the Settlement Agreement, the Amendment, and this Court’s Preliminary Approval Order and that this Notice and Notice Plan constituted the best practicable notice to Class Members under the circumstances of this action, constituted due and sufficient Notice of the proposed Settlement to all persons entitled to participate in the proposed Settlement, and was in full compliance with Ga. Code Ann § 9-11-23 and the constitutional requirements of due process. Extensive notice was provided to the class, including point of sale notification, publication notice and notice by first-class mail for certain potential Class Members.

The affidavit of the notice expert conclusively supports this Court’s finding that the notice program was adequate, appropriate, and comported with Georgia Code Ann. § 9-11-23(b)(2), the Due Process Clause of the Constitution, and the guidance for effective notice articulate in the FJC’s Manual for Complex Litigation, 4th.

Judge Lee Rosenthal, *In re Heartland Payment Systems, Inc. Customer Data Security Breach Litigation*, (March 2, 2012) MDL No. 2046 (S.D. Tex.):

*The notice that has been given clearly complies with Rule 23(e)(1)’s reasonableness requirement. . . Hilsoft Notifications analyzed the notice plan after its implementation and conservatively estimated that notice reached 81.4 percent of the class members. (Docket Entry No. 106, ¶ 32). Both the summary notice and the detailed notice provided the information reasonably necessary for the presumptive class members to determine whether to object to the proposed settlement. See *Katrina Canal Breaches*, 628 F.3d at 197. Both the summary notice and the detailed notice “were written in easy-to-understand plain English.” *In re Black Farmers Discrimination Litig.*, — F. Supp. 2d —, 2011 WL 5117058, at *23 (D.D.C. 2011); accord *AGGREGATE LITIGATION* § 3.04(c).15 The notice provided “satisf[ies] the broad reasonableness standards imposed by due process” and Rule 23. *Katrina Canal Breaches*, 628 F.3d at 197.*

Judge John D. Bates, *Trombley v. National City Bank*, (December 1, 2011) 1:10-CV-00232 (D.D.C.)

The form, content, and method of dissemination of Notice given to the Settlement Class were in full compliance with the Court’s January 11, 2011 Order, the requirements of Fed. R. Civ. P. 23(e), and due process. The notice was adequate and reasonable, and constituted the best notice practicable under the circumstances. In addition, adequate notice of the proceedings and an opportunity to participate in the final fairness hearing were provided to the Settlement Class.

Judge Robert M. Dow, Jr., *Schulte v. Fifth Third Bank*, (July 29, 2011) No. 1:09-cv-6655 (N.D. Ill.):

The Court has reviewed the content of all of the various notices, as well as the manner in which Notice was disseminated, and concludes that the Notice given to the Class fully complied with Federal Rule of Civil

Procedure 23, as it was the best notice practicable, satisfied all constitutional due process concerns, and provided the Court with jurisdiction over the absent Class Members.

Judge Ellis J. Daigle, *Williams v. Hammerman & Gainer Inc.*, (June 30, 2011) No. 11-C-3187-B (27th Jud. D. Ct. La.):

Notices given to Settlement Class members and all other interested parties throughout this proceeding with respect to the certification of the Settlement Class, the proposed settlement, and all related procedures and hearings—including, without limitation, the notice to putative Settlement Class members and others more fully described in this Court's order of 30th day of March 2011 were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination, to apprise interested parties and members of the Settlement Class of the pendency of the action, the certification of the Settlement Class, the Settlement Agreement and its contents, Settlement Class members' right to be represented by private counsel, at their own cost, and Settlement Class members' right to appear in Court to have their objections heard, and to afford Settlement Class members an opportunity to exclude themselves from the Settlement Class. Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedures, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

Judge Stefan R. Underhill, *Mathena v. Webster Bank, N.A.*, (March 24, 2011) No. 3:10-cv-1448 (D. Conn.):

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

Judge Ted Stewart, *Miller v. Basic Research, LLC*, (September 2, 2010) No. 2:07-cv-871 (D. Utah):

Plaintiffs state that they have hired a firm specializing in designing and implementing large scale, unbiased, legal notification plans. Plaintiffs represent to the Court that such notice will include: 1) individual notice by electronic mail and/or first-class mail sent to all reasonably identifiable Class members; 2) nationwide paid media notice through a combination of print publications, including newspapers, consumer magazines, newspaper supplements and the Internet; 3) a neutral, Court-approved, informational press release; 4) a neutral, Court-approved Internet website; and 5) a toll-free telephone number. Similar mixed media plans have been approved by other district courts post class certification. The Court finds this plan is sufficient to meet the notice requirement.

Judge Sara Loi, *Pavlov v. Continental Casualty Co.*, (October 7, 2009) No. 5:07cv2580 (N.D. Ohio):

As previously set forth in this Memorandum Opinion, the elaborate notice program contained in the Settlement Agreement provides for notice through a variety of means, including direct mail to each class member, notice to the United States Attorney General and each State, a toll free number, and a website designed to provide information about the settlement and instructions on submitting claims. With a 99.9% effective rate, the Court finds that the notice program constituted the "best notice that is practicable under the circumstances," Fed. R. Civ. P. 23(c)(2)(B), and clearly satisfies the requirements of Rule 23(c)(2)(B).

Judge James Robertson, *In re Department of Veterans Affairs (VA) Data Theft Litigation*, (September 23, 2009) MDL No. 1796 (D.D.C.):

The Notice Plan, as implemented, satisfied the requirements of due process and was the best notice practicable under the circumstances. The Notice Plan was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their right to appear, object to or exclude themselves from the Settlement. Further, the notice was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

Notices given to Settlement Class members...were reasonably calculated under all the circumstances and have been sufficient, as to form, content, and manner of dissemination...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due and sufficient notice to all potential members of the Settlement Class.

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

The form, content, and method of dissemination of the notice given to the Illinois class and to the Illinois Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the proposed Settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings, to all Persons entitled to such notice, and said notice fully satisfied the requirements of due process and complied with 735 ILCS §§5/2-803 and 5/2-806.

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

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

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

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

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

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

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

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

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

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

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

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

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

[T]he Court has, pursuant to the testimony regarding the notification requirements, that were specified and adopted by this Court, has been satisfied and that they meet the requirements of due process. They are fair,

reasonable, and adequate. I think the method of notification certainly meets the requirements of due process...So the Court finds that the notification that was used for making the potential class members aware of this litigation and the method of filing their claims, if they chose to do so, all those are clear and concise and meet the plain language requirements and those are completely satisfied as far as this Court is concerned in this matter.

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

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

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

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

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

Based on the Court's review of the evidence admitted and argument of counsel, the Court finds and concludes that the Class Notice, as disseminated to members of the Settlement Class in accordance with provisions of the Preliminary Approval Order, was the best notice practicable under the circumstances to all members of the Settlement Class. Accordingly, the Class Notice and Claim Form as disseminated are

finally approved as fair, reasonable, and adequate notice under the circumstances. The Court finds and concludes that due and adequate notice of the pendency of this Action, the Stipulation, and the Final Settlement Hearing has been provided to members of the Settlement Class, and the Court further finds and concludes that the notice campaign described in the Preliminary Approval Order and completed by the parties complied fully with the requirements of Arkansas Rule of Civil Procedure 23 and the requirements of due process under the Arkansas and United States Constitutions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notice given to Class Members...were reasonably calculated under all the circumstances and have been sufficient, both as to the form and content...Such notices complied with all requirements of the federal and state constitutions, including the due process clause, and applicable articles of the Louisiana Code of Civil Procedure, and constituted the best notice practicable under the circumstances and constituted due process and sufficient notice to all potential members of the Class as Defined.

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

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

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

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

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

I am very impressed that the notice was able to reach – be delivered to 97 ½ percent members of the class. That, to me, is admirable. And I'm also – at the time that this was initially entered, I was concerned about the ability of notice to be understood by a common, nonlawyer person, when we talk about legalese in a court

setting. In this particular notice, not only the summary notice but even the long form of the notice were easily understandable, for somebody who could read the English language, to tell them whether or not they had the opportunity to file a claim.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In view of the extensive notice campaign waged by the defendant, the extremely small number of class members objecting or requesting exclusion from the settlement is a clear sign of strong support for the settlement...The notice provides, in language easily understandable to a lay person, the essential terms of the settlement, including the claims asserted...who would be covered by the settlement...[T]he notice campaign that defendant agreed to undertake was extensive...I am satisfied, having reviewed the contents of the notice package, and the extensive steps taken to disseminate notice of the settlement, that the class notice complies

with the requirements of Rule 23 (c)(2) and 23(e). In summary, I have reviewed all of the objections, and none persuade me to conclude that the proposed settlement is unfair, inadequate or unreasonable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LEGAL NOTICE CASES

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

<i>Andrews v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 191-175
<i>Harper v. MCI (900 Number Litigation)</i>	S.D. Ga., CV 192-134
<i>In re Bausch & Lomb Contact Lens Litigation</i>	N.D. Ala., 94-C-1144-WW
<i>In re Ford Motor Co. Vehicle Paint Litigation</i>	E.D. La., MDL No. 1063
<i>Castano v. Am. Tobacco</i>	E.D. La., CV 94-1044
<i>Cox v. Shell Oil (Polybutylene Pipe Litigation)</i>	Tenn. Ch., 18,844
<i>In re Amino Acid Lysine Antitrust Litigation</i>	N.D. Ill., MDL No. 1083
<i>In re Dow Corning Corp. (Breast Implant Bankruptcy)</i>	E.D. Mich., 95-20512-11-AJS
<i>Kunhel v. CNA Ins. Companies</i>	N.J. Super. Ct., ATL-C-0184-94
<i>In re Factor Concentrate Blood Prods. Litigation (Hemophiliac HIV)</i>	N.D. Ill., MDL No. 986
<i>In re Ford Ignition Switch Prods. Liability Litigation</i>	D. N.J., 96-CV-3125
<i>Jordan v. A.A. Friedman (Non-Filing Ins. Litigation)</i>	M.D. Ga., 95-52-COL
<i>Kalhammer v. First USA (Credit Card Litigation)</i>	Cal. Cir. Ct., C96-45632010-CAL
<i>Navarro-Rice v. First USA (Credit Card Litigation)</i>	Or. Cir. Ct., 9709-06901

<i>Spitzfaden v. Dow Corning (Breast Implant Litigation)</i>	La. D. Ct., 92-2589
<i>Robinson v. Marine Midland (Finance Charge Litigation)</i>	N.D. Ill., 95 C 5635
<i>McCurdy v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-95-2601
<i>Johnson v. Norwest Fin. Alabama</i>	Ala. Cir. Ct., CV-93-PT-962-S
<i>In re Residential Doors Antitrust Litigation</i>	E.D. Pa., MDL No. 1039
<i>Barnes v. Am. Tobacco Co. Inc.</i>	E.D. Pa., 96-5903
<i>Small v. Lorillard Tobacco Co. Inc.</i>	N.Y. Super. Ct., 110949/96
<i>Naef v. Masonite Corp (Hardboard Siding Litigation)</i>	Ala. Cir. Ct., CV-94-4033
<i>In re Synthroid Mktg. Litigation</i>	N.D. Ill., MDL No. 1182
<i>Raysick v. Quaker State Slick 50 Inc.</i>	D. Tex., 96-12610
<i>Castillo v. Mike Tyson (Tyson v. Holyfield Bout)</i>	N.Y. Super. Ct., 114044/97
<i>Avery v. State Farm Auto. Ins. (Non-OEM Auto Parts)</i>	Ill. Cir. Ct., 97-L-114
<i>Walls v. The Am. Tobacco Co. Inc.</i>	N.D. Okla., 97-CV-218-H
<i>Tempest v. Rainforest Café (Securities Litigation)</i>	D. Minn., 98-CV-608
<i>Stewart v. Avon Prods. (Securities Litigation)</i>	E.D. Pa., 98-CV-4135
<i>Goldenberg v. Marriott PLC Corp (Securities Litigation)</i>	D. Md., PJM 95-3461
<i>Delay v. Hurd Millwork (Building Products Litigation)</i>	Wash. Super. Ct., 97-2-07371-0
<i>Gutterman v. Am. Airlines (Frequent Flyer Litigation)</i>	Ill. Cir. Ct., 95CH982
<i>Hoeffner v. The Estate of Alan Kenneth Vieira (Un-scattered Cremated Remains Litigation)</i>	Cal. Super. Ct., 97-AS 02993
<i>In re Graphite Electrodes Antitrust Litigation</i>	E.D. Pa., MDL No. 1244
<i>In re Silicone Gel Breast Implant Prods. Liability Litigation, Altrichter v. INAMED</i>	N.D. Ala., MDL No. 926
<i>St. John v. Am. Home Prods. Corp. (Fen/Phen Litigation)</i>	Wash. Super. Ct., 97-2-06368
<i>Crane v. Hackett Assocs. (Securities Litigation)</i>	E.D. Pa., 98-5504
<i>In re Holocaust Victims Assets Litigation (Swiss Banks)</i>	E.D.N.Y., CV-96-4849
<i>McCall v. John Hancock (Settlement Death Benefits)</i>	N.M. Cir. Ct., CV-2000-2818

<i>Williams v. Weyerhaeuser Co. (Hardboard Siding Litigation)</i>	Cal. Super. Ct., CV-995787
<i>Kapustin v. YBM Magnex Int'l Inc. (Securities Litigation)</i>	E.D. Pa., 98-CV-6599
<i>Leff v. YBM Magnex Int'l Inc. (Securities Litigation)</i>	E.D. Pa., 95-CV-89
<i>In re PRK/LASIK Consumer Litigation</i>	Cal. Super. Ct., CV-772894
<i>Hill v. Galaxy Cablevision</i>	N.D. Miss., 1:98CV51-D-D
<i>Scott v. Am. Tobacco Co. Inc.</i>	La. D. Ct., 96-8461
<i>Jacobs v. Winthrop Financial Associates (Securities Litigation)</i>	D. Mass., 99-CV-11363
<i>Int'l Comm'n on Holocaust Era Ins. Claims – Worldwide Outreach Program</i>	Former Secretary of State Lawrence Eagleburger Commission
<i>Bownes v. First USA Bank (Credit Card Litigation)</i>	Ala. Cir. Ct., CV-99-2479-PR
<i>Whetman v. IKON (ERISA Litigation)</i>	E.D. Pa., 00-87
<i>Mangone v. First USA Bank (Credit Card Litigation)</i>	Ill. Cir. Ct., 99AR672a
<i>In re Babcock and Wilcox Co. (Asbestos Related Bankruptcy)</i>	E.D. La., 00-10992
<i>Barbanti v. W.R. Grace and Co. (Zonolite / Asbestos Litigation)</i>	Wash. Super. Ct., 00201756-6
<i>Brown v. Am. Tobacco</i>	Cal. Super. Ct., J.C.C.P. 4042, 711400
<i>Wilson v. Servier Canada Inc. (Canadian Fen/Phen Litigation)</i>	Ont. Super. Ct., 98-CV-158832
<i>In re Texaco Inc. (Bankruptcy)</i>	S.D.N.Y. 87 B 20142, 87 B 20143, 87 B 20144
<i>Olinde v. Texaco (Bankruptcy, Oil Lease Litigation)</i>	M.D. La., 96-390
<i>Gustafson v. Bridgestone/Firestone, Inc. (Recall Related Litigation)</i>	S.D. Ill., 00-612-DRH
<i>In re Bridgestone/Firestone Tires Prods. Liability Litigation</i>	S.D. Ind., MDL No. 1373
<i>Gaynoe v. First Union Corp. (Credit Card Litigation)</i>	N.C. Super. Ct., 97-CVS-16536
<i>Carson v. Daimler Chrysler Corp. (Fuel O-Rings Litigation)</i>	W.D. Tenn., 99-2896 TU A
<i>Providian Credit Card Cases</i>	Cal. Super. Ct., J.C.C.P. 4085
<i>Fields v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i>	Cal. Super. Ct., 302774

<i>Sanders v. Great Spring Waters of Am., Inc. (Bottled Water Litigation)</i>	Cal. Super. Ct., 303549
<i>Sims v. Allstate Ins. Co. (Diminished Auto Value Litigation)</i>	Ill. Cir. Ct., 99-L-393A
<i>Peterson v. State Farm Mutual Auto. Ins. Co. (Diminished Auto Value Litigation)</i>	Ill. Cir. Ct., 99-L-394A
<i>Microsoft I-V Cases (Antitrust Litigation Mirroring Justice Dept.)</i>	Cal. Super. Ct., J.C.C.P. 4106
<i>Westman v. Rogers Family Funeral Home, Inc. (Remains Handling Litigation)</i>	Cal. Super. Ct., C-98-03165
<i>Rogers v. Clark Equipment Co.</i>	Ill. Cir. Ct., 97-L-20
<i>Garrett v. Hurley State Bank (Credit Card Litigation)</i>	Miss. Cir. Ct., 99-0337
<i>Ragoonanan v. Imperial Tobacco Ltd. (Firesafe Cigarette Litigation)</i>	Ont. Super. Ct., 00-CV-183165 CP
<i>Dietschi v. Am. Home Prods. Corp. (PPA Litigation)</i>	W.D. Wash., C01-0306L
<i>Dimitrios v. CVS, Inc. (PA Act 6 Litigation)</i>	Pa. C.P., 99-6209
<i>Jones v. Hewlett-Packard Co. (Inkjet Cartridge Litigation)</i>	Cal. Super. Ct., 302887
<i>In re Tobacco Cases II (California Tobacco Litigation)</i>	Cal. Super. Ct., J.C.C.P. 4042
<i>Scott v. Blockbuster, Inc. (Extended Viewing Fees Litigation)</i>	136 th Tex. Jud. Dist., D 162-535
<i>Anesthesia Care Assocs. v. Blue Cross of Cal.</i>	Cal. Super. Ct., 986677
<i>Ting v. AT&T (Mandatory Arbitration Litigation)</i>	N.D. Cal., C-01-2969-BZ
<i>In re W.R. Grace & Co. (Asbestos Related Bankruptcy)</i>	Bankr. D. Del., 01-01139-JJF
<i>Talalai v. Cooper Tire & Rubber Co. (Tire Layer Adhesion Litigation)</i>	N.J. Super. Ct., MID-L-8839-00 MT
<i>Kent v. Daimler Chrysler Corp. (Jeep Grand Cherokee Park- to-Reverse Litigation)</i>	N.D. Cal., C01-3293-JCS
<i>Int'l Org. of Migration – German Forced Labour Compensation Programme</i>	Geneva, Switzerland
<i>Madsen v. Prudential Federal Savings & Loan (Homeowner's Loan Account Litigation)</i>	3 rd Jud. Dist. Ct. Utah, C79-8404
<i>Bryant v. Wyndham Int'l., Inc. (Energy Surcharge Litigation)</i>	Cal. Super. Ct., GIC 765441, GIC 777547
<i>In re USG Corp. (Asbestos Related Bankruptcy)</i>	Bankr. D. Del., 01-02094-RJN
<i>Thompson v. Metropolitan Life Ins. Co. (Race Related Sales Practices Litigation)</i>	S.D.N.Y., 00-CIV-5071 HB

<i>Ervin v. Movie Gallery Inc. (Extended Viewing Fees)</i>	Tenn. Ch., CV-13007
<i>Peters v. First Union Direct Bank (Credit Card Litigation)</i>	M.D. Fla., 8:01-CV-958-T-26 TBM
<i>National Socialist Era Compensation Fund</i>	Republic of Austria
<i>In re Baycol Litigation</i>	D. Minn., MDL No. 1431
<i>Claims Conference–Jewish Slave Labour Outreach Program</i>	German Government Initiative
<i>Wells v. Chevy Chase Bank (Credit Card Litigation)</i>	Md. Cir. Ct., C-99-000202
<i>Walker v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 99-6210
<i>Myers v. Rite Aid of PA, Inc. (PA Act 6 Litigation)</i>	C.P. Pa., 01-2771
<i>In re PA Diet Drugs Litigation</i>	C.P. Pa., 9709-3162
<i>Harp v. Qwest Communications (Mandatory Arbitration Lit.)</i>	Or. Circ. Ct., 0110-10986
<i>Tuck v. Whirlpool Corp. & Sears, Roebuck & Co. (Microwave Recall Litigation)</i>	Ind. Cir. Ct., 49C01-0111-CP-002701
<i>Allison v. AT&T Corp. (Mandatory Arbitration Litigation)</i>	1 st Jud. D.C. N.M., D-0101-CV-20020041
<i>Kline v. The Progressive Corp.</i>	Ill. Cir. Ct., 01-L-6
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc. (Milk Price Fixing)</i>	Ill. Cir. Ct., 00-L-9664
<i>In re Columbia/HCA Healthcare Corp. (Billing Practices Litigation)</i>	M.D. Tenn., MDL No. 1227
<i>Foultz v. Erie Ins. Exchange (Auto Parts Litigation)</i>	C.P. Pa., 000203053
<i>Soders v. General Motors Corp. (Marketing Initiative Litigation)</i>	C.P. Pa., CI-00-04255
<i>Nature Guard Cement Roofing Shingles Cases</i>	Cal. Super. Ct., J.C.C.P. 4215
<i>Curtis v. Hollywood Entm't Corp. (Additional Rental Charges)</i>	Wash. Super. Ct., 01-2-36007-8 SEA
<i>Defrates v. Hollywood Entm't Corp.</i>	Ill. Cir. Ct., 02L707
<i>Pease v. Jasper Wyman & Son, Merrill Blueberry Farms Inc., Allen's Blueberry Freezer Inc. & Cherryfield Foods Inc.</i>	Me. Super. Ct., CV-00-015
<i>West v. G&H Seed Co. (Crawfish Farmers Litigation)</i>	27 th Jud. D. Ct. La., 99-C-4984-A
<i>Linn v. Roto-Rooter Inc. (Miscellaneous Supplies Charge)</i>	C.P. Ohio, CV-467403
<i>McManus v. Fleetwood Enter., Inc. (RV Brake Litigation)</i>	D. Ct. Tex., SA-99-CA-464-FB

<i>Baiz v. Mountain View Cemetery (Burial Practices)</i>	Cal. Super. Ct., 809869-2
<i>Stetser v. TAP Pharm. Prods, Inc. & Abbott Laboratories (Lupron Price Litigation)</i>	N.C. Super. Ct., 01-CVS-5268
<i>Richison v. Am. Cemwood Corp. (Roofing Durability Settlement)</i>	Cal. Super. Ct., 005532
<i>Cotten v. Ferman Mgmt. Servs. Corp.</i>	13 th Jud. Cir. Fla., 02-08115
<i>In re Pittsburgh Corning Corp. (Asbestos Related Bankruptcy)</i>	Bankr. W.D. Pa., 00-22876-JKF
<i>Mostajo v. Coast Nat'l Ins. Co.</i>	Cal. Super. Ct., 00 CC 15165
<i>Friedman v. Microsoft Corp. (Antitrust Litigation)</i>	Ariz. Super. Ct., CV 2000-000722
<i>Multinational Outreach - East Germany Property Claims</i>	Claims Conference
<i>Davis v. Am. Home Prods. Corp. (Norplant Contraceptive Litigation)</i>	D. La., 94-11684
<i>Walker v. Tap Pharmaceutical Prods., Inc. (Lupron Price Litigation)</i>	N.J. Super. Ct., CV CPM-L-682-01
<i>Munsey v. Cox Communications (Late Fee Litigation)</i>	Civ. D. La., Sec. 9, 97 19571
<i>Gordon v. Microsoft Corp. (Antitrust Litigation)</i>	4 th Jud. D. Ct. Minn., 00-5994
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<i>Fisher v. Virginia Electric & Power Co.</i>	E.D. Va., 3:02-CV-431
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<i>Schlink v. Edina Realty Title</i>	4 th Jud. D. Ct. Minn., 02-018380
<i>Tawney v. Columbia Natural Res. (Oil & Gas Lease Litigation)</i>	W. Va. Cir. Ct., 03-C-10E
<i>White v. Washington Mutual, Inc. (Pre-Payment Penalty Litigation)</i>	4 th Jud. D. Ct. Minn., CT 03-1282
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<i>Thibodeau v. Comcast Corp.</i>	E.D. Pa., 04-CV-1777
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<i>In re Lupron Marketing & Sales Practices Litigation</i>	D. Mass., MDL No. 1430
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<i>Perry v. Mastercard Int'l Inc.</i>	Ariz. Super. Ct., CV2003-007154
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<i>Luikart v. Wyeth Am. Home Prods. (Hormone Replacement)</i>	W. Va. Cir. Ct., 04-C-127
<i>Salkin v. MasterCard Int'l Inc. (Pennsylvania)</i>	Pa. C.P., 2648
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<i>Clearview Imaging v. Progressive Consumers Ins. Co.</i>	Fla. Cir. Ct., 03-4174
<i>Mehl v. Canadian Pacific Railway, Ltd</i>	D.N.D., A4-02-009
<i>Murray v. IndyMac Bank. F.S.B</i>	N.D. Ill., 04 C 7669
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<i>George v. Ford Motor Co.</i>	M.D. Tenn., 3:04-0783
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<i>In re Royal Ahold Securities and "ERISA" Litigation</i>	D. Md., MDL No. 1539
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<i>Hill v. State Farm Mutual Auto Ins. Co.</i>	Cal. Super. Ct., BC 194491
<i>First State Orthopaedics et al. v. Concentra, Inc., et al.</i>	E.D. Pa. 2:05-CV-04951-AB
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<i>Rosenberg v. Academy Collection Service, Inc.</i>	E.D. Pa., 04-CV-5585
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<i>In re: Propulsid Products Liability Litigation</i>	E.D. La., MDL No. 1355
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<i>Gunderson v. F.A. Richard & Associates, Inc., et al.</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Perez v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., 06-00574-E
<i>Pope v. Manor Care of Carrollwood</i>	13 th Jud. Cir. Fla., 06-01451-B
<i>West v. Carfax, Inc.</i>	Ohio C.P., 04-CV-1898 (ADL)
<i>Hunsucker v. American Standard Ins. Co. of Wisconsin</i>	Ark. Cir. Ct., CV-2007-155-3
<i>In re Conagra Peanut Butter Products Liability Litigation</i>	N.D. Ga., MDL No. 1845 (TWT)
<i>The People of the State of CA v. Universal Life Resources (Cal DOI v. CIGNA)</i>	Cal. Super. Ct., GIC838913
<i>Burgess v. Farmers Insurance Co., Inc.</i>	D. Okla., CJ-2001-292
<i>Grays Harbor v. Carrier Corporation</i>	W.D. Wash., 05-05437-RBL
<i>Perrine v. E.I. Du Pont De Nemours & Co.</i>	W. Va. Cir. Ct., 04-C-296-2
<i>In re Alstom SA Securities Litigation</i>	S.D.N.Y., 03-CV-6595 VM
<i>Brookshire Bros. v. Chiquita (Antitrust)</i>	S.D. Fla., 05-CIV-21962
<i>Hoorman v. SmithKline Beecham</i>	Ill. Cir. Ct., 04-L-715
<i>Santos v. Government of Guam (Earned Income Tax Credit)</i>	D. Guam, 04-00049
<i>Johnson v. Progressive</i>	Ark. Cir. Ct., CV-2003-513
<i>Bond v. American Family Insurance Co.</i>	D. Ariz., CV06-01249-PXH-DGC
<i>In re SCOR Holding (Switzerland) AG Litigation (Securities)</i>	S.D.N.Y., 04-cv-7897
<i>Shoukry v. Fisher-Price, Inc. (Toy Safety)</i>	S.D.N.Y., 07-cv-7182
<i>In re: Guidant Corp. Plantable Defibrillators Prod's Liab. Litigation</i>	D. Minn., MDL No. 1708
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<i>In re TJX Companies Retail Security Breach Litigation</i>	D. Mass., MDL No. 1838
<i>Webb v. Liberty Mutual Insurance Co.</i>	Ark. Cir. Ct., CV-2007-418-3
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<i>Palace v. DaimlerChrysler (Defective Neon Head Gaskets)</i>	Ill. Cir. Ct., 01-CH-13168

<i>Lockwood v. Certegy Check Services, Inc. (Stolen Financial Data)</i>	M.D. Fla., 8:07-cv-1434-T-23TGW
<i>Sherrill v. Progressive Northwestern Ins. Co.</i>	18 th D. Ct. Mont., DV-03-220
<i>Gunderson v. F.A. Richard & Assocs., Inc. (AIG)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>Jones v. Dominion Resources Services, Inc.</i>	S.D. W. Va., 2:06-cv-00671
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Wal-Mart)</i>	14 th Jud. D. Ct. La., 2004-2417-D
<i>In re Trans Union Corp. Privacy Litigation</i>	N.D. Ill., MDL No. 1350
<i>Gudo v. The Administrator of the Tulane Ed. Fund</i>	La. D. Ct., 2007-C-1959
<i>Guidry v. American Public Life Insurance Co.</i>	14 th Jud. D. Ct. La., 2008-3465
<i>McGee v. Continental Tire North America</i>	D.N.J., 2:06-CV-06234 (GEB)
<i>Sims v. Rosedale Cemetery Co.</i>	W. Va. Cir. Ct., 03-C-506
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Amerisafe)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>In re Katrina Canal Breaches Consolidated Litigation</i>	E.D. La., 05-4182
<i>In re Department of Veterans Affairs (VA) Data Theft Litigation</i>	D.D.C., MDL No. 1796
<i>Dolen v. ABN AMRO Bank N.V. (Callable CD's)</i>	Ill. Cir. Ct., 01-L-454 and 01-L-493
<i>Pavlov v. CNA (Long Term Care Insurance)</i>	N.D. Ohio, 5:07cv2580
<i>Steele v. Pergo(Flooring Products)</i>	D. Or., 07-CV-01493-BR
<i>Opelousas Trust Authority v. Summit Consulting</i>	27 th Jud. D. Ct. La., 07-C-3737-B
<i>Little v. Kia Motors America, Inc. (Braking Systems)</i>	N.J. Super. Ct., UNN-L-0800-01
<i>Boone v. City of Philadelphia (Prisoner Strip Search)</i>	E.D. Pa., 05-CV-1851
<i>In re Countrywide Customer Data Breach Litigation</i>	W.D. Ky., MDL No.1998
<i>Miller v. Basic Research (Weight-loss Supplement)</i>	D. Utah, 2:07-cv-00871-TS
<i>Gunderson v. F.A. Richard & Assocs., Inc. (Cambridge)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Weiner v. Snapple Beverage Corporation</i>	S.D.N.Y., 07-CV-08742
<i>Holk v. Snapple Beverage Corporation</i>	D.N.J., 3:07-CV-03018-MJC-JJH
<i>Coyle v. Hornell Brewing Co. (Arizona Iced Tea)</i>	D.N.J., 08-CV-2797-JBS-JS

<i>In re Heartland Data Security Breach Litigation</i>	S.D. Tex., MDL No. 2046
<i>Satterfield v. Simon & Schuster, Inc. (Text Messaging)</i>	N.D. Cal., 06-CV-2893 CW
<i>Schulte v. Fifth Third Bank (Overdraft Fees)</i>	N.D. Ill., 1:09-CV-06655
<i>Trombley v. National City Bank (Overdraft Fees)</i>	D.D.C., 1:10-CV-00232
<i>Vereen v. Lowe’s Home Centers (Defective Drywall)</i>	Ga. Super. Ct., SU10-CV-2267B
<i>Mathena v. Webster Bank, N.A. (Overdraft Fees)</i>	D. Conn, 3:10-cv-01448
<i>Delandro v. County of Allegheny (Prisoner Strip Search)</i>	W.D. Pa., 2:06-cv-00927
<i>Gunderson v. F.A. Richard & Assocs., Inc. (First Health)</i>	14 th Jud. D. Ct. La., 2004-002417
<i>Williams v. Hammerman & Gainer, Inc. (Hammerman)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (Risk Management)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Williams v. Hammerman & Gainer, Inc. (SIF Consultants)</i>	27 th Jud. D. Ct. La., 11-C-3187-B
<i>Gwiazdowski v. County of Chester (Prisoner Strip Search)</i>	E.D. Pa., 2:08cv4463
<i>Williams v. S.I.F. Consultants (CorVel Corporation)</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Sachar v. Iberiabank Corporation (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>LaCour v. Whitney Bank (Overdraft Fees)</i>	M.D. Fla., 8:11cv1896
<i>Lawson v. BancorpSouth (Overdraft Fees)</i>	W.D. Ark., 1:12cv1016
<i>McKinley v. Great Western Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Wolfgeher v. Commerce Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Harris v. Associated Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Case v. Bank of Oklahoma (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Nelson v. Rabobank, N.A. (Overdraft Fees)</i>	Cal. Super. Ct., RIC 1101391
<i>Fontaine v. Attorney General of Canada (Stirland Lake and Cristal Lake Residential Schools)</i>	Ont. Super. Ct., 00-CV-192059 CP
<i>Opelousas General Hospital Authority v. FairPay Solutions</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Marolda v. Symantec Corporation (Software Upgrades)</i>	N.D. Cal., 3:08-cv-05701

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<i>Vodanovich v. Boh Brothers Construction (Hurricane Katrina Levee Breaches)</i>	E.D. La., 05-cv-4191
<i>Gessele et al. v. Jack in the Box, Inc.</i>	D. Or., No. 3:10-cv-960
<i>RBS v. Citizens Financial Group, Inc. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Mosser v. TD Bank, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
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<i>Eno v. M & I Marshall & Ilsley Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Casayuran v. PNC Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Anderson v. Compass Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Evans, et al. v. TIN, Inc. (Environmental)</i>	E.D. La., 2:11-cv-02067
<i>Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.</i>	27 th Jud. D. Ct. La., 12-C-1599-C
<i>Williams v. SIF Consultants of Louisiana, Inc. et al.</i>	27 th Jud. D. Ct. La., 09-C-5244-C
<i>Miner v. Philip Morris Companies, Inc. et al.</i>	Ark. Cir. Ct., 60CV03-4661
<i>Fontaine v. Attorney General of Canada (Mistassini Hostels Residential Schools)</i>	Qué. Super. Ct., 500-06-000293-056 & No. 550-06-000021-056 (Hull)
<i>Glube et al. v. Pella Corporation et al. (Building Products)</i>	Ont. Super. Ct., CV-11-4322294-00CP
<i>Yarger v. ING Bank</i>	D. Del., 11-154-LPS
<i>Price v. BP Products North America</i>	N.D. Ill, 12-cv-06799
<i>National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.</i>	E.D. Ark., 4:13-cv-00250-JMM
<i>Johnson v. Community Bank, N.A. et al. (Overdraft Fees)</i>	M.D. Pa., 3:12-cv-01405-RDM

<i>Rose v. Bank of America Corporation, et al. (TCPA)</i>	N.D. Cal., 11-cv-02390-EJD
<i>McGann, et al., v. Schnuck Markets, Inc. (Data Breach)</i>	Mo. Cir. Ct., 1322-CC00800
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<i>George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC, et al. v. Bestcomp, Inc., et al.</i>	27 th Jud. D. Ct. La., 09-C-5242-B
<i>Simpson v. Citizens Bank (Overdraft Fees)</i>	E.D. Mich, 2:12-cv-10267
<i>In re Plasma-Derivative Protein Therapies Antitrust Litigation</i>	N.D. Ill, 09-CV-7666
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<i>Mello et al v. Susquehanna Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Wong et al. v. Alacer Corp. (Emergen-C)</i>	Cal. Super. Ct., CGC-12-519221
<i>In re American Express Anti-Steering Rules Antitrust Litigation (I) (Italian Colors Restaurant)</i>	E.D.N.Y., 11-MD-2221, MDL No. 2221
<i>Costello v. NBT Bank (Overdraft Fees)</i>	Sup. Ct. Del Cnty., N.Y., 2011-1037
<i>Gulbankian et al. v. MW Manufacturers, Inc.</i>	D. Mass., No. 10-CV-10392
<i>Hawthorne v. Umpqua Bank (Overdraft Fees)</i>	N.D. Cal., 11-cv-06700-JST
<i>Smith v. City of New Orleans</i>	Civil D. Ct., Parish of Orleans, La., 2005-05453
<i>Adkins et al. v. Nestlé Purina PetCare Company et al.</i>	N.D. Ill., 1:12-cv-02871
<i>Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>In re MI Windows and Doors Products Liability Litigation (Building Products)</i>	D. S.C., MDL No. 2333
<i>Childs et al. v. Synovus Bank, et al. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Steen v. Capital One, N.A. (Overdraft Fees)</i>	S.D. Fla., MDL No. 2036
<i>Kota of Sarasota, Inc. v. Waste Management Inc. of Florida</i>	12 th Jud. Cir. Ct., Sarasota Cnty, Fla., 2011-CA-008020NC
<i>In re Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010— Economic and Property Damages Settlement (Claim Deadline Notice)</i>	E.D. La., MDL No. 2179
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<i>In re: Energy Future Holdings Corp., et al. (Asbestos Claims Bar Notice)</i>	Bankr. D. Del., 14-10979(CSS)
<i>Gattinella v. Michael Kors (USA), Inc., et al.</i>	S.D.N.Y., 14-civ-5731 (WHP)
<i>Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.</i>	27 th Jud. D. Ct. La., 13-C-3212
<i>Ono v. Head Racquet Sports USA</i>	C.D.C.A., 2:13-cv-04222-FMO(AGRx)
<i>Opelousas General Hospital Authority v. PPO Plus, L.L.C., et al.</i>	27 th Jud. D. Ct. La., 13-C-5380
<i>In re: Shop-Vac Marketing and Sales Practices Litigation</i>	M.D. Pa., MDL No. 2380
<i>In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation</i>	D. N.J., MDL No. 2540
<i>In Re: Citrus Canker Litigation</i>	11th Jud. Cir., Flo., No. 03-8255 CA 13
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<i>Swift v. BancorpSouth Bank (Overdraft Fees)</i>	N.D. Fla., No. 1:10-cv-00090
<i>Forgione v. Webster Bank N.A. (Overdraft Fees)</i>	Sup. Ct.Conn., X10-UWY-CV-12- 6015956-S
<i>Small v. BOKF, N.A.</i>	D. Col., 13-cv-01125
<i>Anamaria Chimeno-Buzzi & Lakedrick Reed v. Hollister Co. & Abercrombie & Fitch Co.</i>	S.D. Fla., 14-cv-23120-MGC
<i>In re: HSBC Bank USA, N.A., Checking Account Overdraft Litigation</i>	Sup. Ct. N.Y., No. 650562/11
<i>In re: Volkswagen “Clean Diesel” Marketing, Sales Practices and Product Liability Litigation (Bosch)</i>	N.D. Cal., MDL No. 2672
<i>Hawkins v. First Tennessee Bank, N.A., et al. (Overdraft Fees)</i>	13 th Jud. Cir. Tenn., No. CT-004085-11
<i>Greater Chautauqua Federal Credit Union v. Kmart Corp., et al. (Data Breach)</i>	N.D. Ill., No. 1:15-cv-02228
<i>Bias v. Wells Fargo & Company, et al. (Broker’s Price Opinions)</i>	N.D. Cal., No 4:12-cv-00664-YGR
<i>Klug v. Watts Regulator Company (Product Liability)</i>	D. Neb., No. 8:15-cv-00061-JFB-FG3
<i>Ratzlaff v. BOKF, NA d/b/a Bank of Oklahoma, et al. (Overdraft Fees)</i>	Dist. Ct. Okla., No. CJ-2015-00859
<i>Morton v. Greenbank (Overdraft Fees)</i>	20 th Jud. Dist. Tenn., No. 11-135-IV
<i>Jacobs, et al. v. Huntington Bancshares Inc., et al. (FirstMerit Overdraft Fees)</i>	Ohio C.P., No. 11CV000090

<i>Farnham v. Caribou Coffee Company, Inc. (TCPA)</i>	W.D. Wis., No. 16-cv-00295-WMC
<i>Gottlieb v. Citgo Petroleum Corporation (TCPA)</i>	S.D. Fla., No. 9:16-cv-81911
<i>McKnight v. Uber Technologies, Inc.</i>	N.D. Cal., No 3:14-cv-05615-JST
<i>Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)</i>	N.C. Gen. Ct of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
<i>T.A.N. v. PNI Digital Media, Inc.</i>	S.D. GA., No. 2:16-cv-132-LGW-RSB.
<i>In re: Syngenta Litigation</i>	4 th Jud. Dist. Minn., No. 27-CV-15-3785
<i>The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority (“PREPA”) (Bankruptcy)</i>	D. Puerto Rico, No. 17-04780(LTS)
<i>Callaway v. Mercedes-Benz USA, LLC (Seat Heaters)</i>	C.D. Cal., No 14-cv-02011 JVS
<i>In re: Takata Airbag Products Liability Litigation (OEMs – BMW, Mazda, Subaru, Toyota, Honda, and Nissan)</i>	S.D. Fla, MDL No. 2599

Hilsoft-cv-141

Attachment 2

Trade, business & specialty publications in which the Publication Notice will appear

Crain's New York	Nashville Business Journal
Crain's Chicago	Orlando Business Journal
Crain's Detroit	Philadelphia Business Journal
Crain's Cleveland	Phoenix Business Journal
Convenience Store News	Pittsburgh Business Times
Mass Market Retailers	Portland Business Journal
Stores	Triangle Business Journal
Supermarket News	Sacramento Business Journal
Albany Business Review	San Antonio Business Journal
Albuquerque Business First	San Francisco Business Times
Atlanta Business Chronicle	Silicon Valley Business Journal
Austin Business Journal	Puget Sound Business Journal
Baltimore Business Journal	St. Louis Business Journal
Birmingham Business Journal	Tampa Bay Business Journal
Boston Business Journal	Washington Business Journal
Buffalo Business Journal	Wichita Business Journal
Charlotte Business Journal	Alaska Journal of Commerce
Cincinnati Business Courier	Central New York Business Journal
Columbus Business First	Business Record (Central Iowa)
Dallas Business Journal	Fairfield County Business Journal
Dayton Business Journal	Long Island Business News
Denver Business Journal	Los Angeles Business Journal
Triad Business Journal	Mississippi Business Journal (Jackson)
Pacific Business News	New Orleans City Business
Houston Business Journal	NJBIZ
Jacksonville Business Journal	Pacific Coast Business Times
Kansas City Business Journal	Rochester Business Journal
Louisville Business First	San Diego Business Journal
Memphis Business Journal	San Fernando Valley Business Journal
South Florida Business Journal	North Bay Business Journal
Milwaukee Business Journal	The Journal Record (Oklahoma)
Minneapolis/St. Paul Business Journal	Westchester County Business Journal

Attachment 3

Language & ethnic targeted publications in which the Publication Notice will appear

Publication	Distribution
Atlanta Inquirer	Atlanta
El Nuevo Georgia	Atlanta
La Vision	Atlanta
Mundo Hispanico	Atlanta
Atlanta Voice	Atlanta
Boston Banner (Baystate Banner)	Boston/Manchester
El Planeta	Boston/Manchester
El Mundo	Boston/Manchester
Vocero Hispano	Boston/Manchester
Chicago Citizen Newspaper Group	Chicago
Chicago Shimpo	Chicago
Crusader Group	Chicago
Epoch Times - Chicago (Chinese Edition)	Chicago
Korea Daily - Chicago	Chicago
Korea Times - Chicago	Chicago
La Raza	Chicago
Lawndale Group News	Chicago
North Lawndale Community News, The	Chicago
Pinoy News magazine (Formerly Pinoy Monthly)	Chicago
Reklama Russian Weekly Newspaper	Chicago
Sing Tao Daily - Chicago	Chicago
Svet	Chicago
US Asian Post (Chicago)	Chicago
Via Times	Chicago
World Journal - Midwest Edition	Chicago
A Chau Thoi Bao	Dallas/Ft. Worth
La Vida News -The Black Voice - Ft. Worth Edition	Dallas/Ft. Worth
Al Dia	Dallas/Ft. Worth
Dallas Chinese News	Dallas/Ft. Worth
Dallas Examiner	Dallas/Ft. Worth
La Estrella (En Casa)	Dallas/Ft. Worth
El Hispano News	Dallas/Ft. Worth
Epoch Times - Dallas (Chinese Edition)	Dallas/Ft. Worth
Korean Journal - North Texas Edition	Dallas/Ft. Worth
Forward Times	Houston
Houston Defender	Houston
Houston Sun, The	Houston
La Voz De Houston	Houston
La Informacion	Houston
Asian Journal (Las Vegas)	Las Vegas
Asian Journal (Los Angeles)	Los Angeles
Bridge USA	Los Angeles

California Journal	Los Angeles
Chinese Daily News	Los Angeles
Chinese L.A. Daily News	Los Angeles
LA Times en Espanol (formerly Hoy Fin de Semana)	Los Angeles
Korea Daily - Los Angeles	Los Angeles
Korea Times - Los Angeles	Los Angeles
Korean Sunday News - Los Angeles	Los Angeles
Los Angeles News Observer	Los Angeles
La Opinion	Los Angeles
Lighthouse (Los Angeles Edition)	Los Angeles
Nguoi Viet Daily News	Los Angeles
Pacific Citizen	Los Angeles
Philippine News - Los Angeles Edition	Los Angeles
Precinct Reporter/Tri-County Bulletin/Long Beach Leader	Los Angeles
Saigon Times	Los Angeles
Sereechai Newspaper	Los Angeles
Xinmin Evening News	Los Angeles
Siam Town US (formerly Thai Town USA News)	Los Angeles
Sing Tao Daily - Southern California	Los Angeles
US Asian Post (Los Angeles)	Los Angeles
Viet Bao Daily News - (Formerly Known as Viet Bao Kinh Te)	Los Angeles
Wave Community Newspapers	Los Angeles
New York Trend	New York
Rolling Out New York	New York
Daily Sun New York	New York
El Diario (Formerly El Diario La Prensa)	New York
El Especialito - Northern Jersey	New York
Epoch Times - New York (Chinese Edition)	New York
Filipino Reporter	New York
Korea Daily - New York	New York
Korea Times - New York Edition	New York
La Voz Hispana	New York
New York Amsterdam News	New York
Korean New York Daily	New York
Community Journal, The	New York
NY Japion	New York
Russkaya Reklama - New York Edition	New York
Seikatsu Press	New York
Sing Tao Daily - New York	New York
Reporter	New York
US Asian Post (New York)	New York
World Journal New York - Chinese Daily News (Su-Th Edition)	New York

Al Dia	Philadelphia
China Press - Philadelphia Edition	Philadelphia
El Sol Latino (Philadelphia)	Philadelphia
Epoch Times - Philadelphia (Chinese Edition)	Philadelphia
Impacto Latin Newspaper	Philadelphia
Korean Phila Times	Philadelphia
Korean Community News & Sunday Topic	Philadelphia
Metro Chinese Weekly	Philadelphia
Metro Viet News	Philadelphia
Philadelphia Asian News	Philadelphia
Philadelphia Observer	Philadelphia
Philadelphia Sunday Sun	Philadelphia
Philadelphia Tribune	Philadelphia
Russkaya Reklama - Philadelphia Edition	Philadelphia
La Opinion De La Bahia (Formerly El Mensajero)	San Francisco/ Oakland/San Jose
El Observador	San Francisco/ Oakland/San Jose
El Reportero	San Francisco/ Oakland/San Jose
El Aguila	San Francisco/Oakland/San Jose
Post News Group Newspaper Network	San Francisco/ Oakland/San Jose
San Francisco Bay View Newspaper	San Francisco/ Oakland/San Jose
Reporter Publications	San Francisco/ Oakland/San Jose
El Pregonero	Washington, DC
El Tiempo Latino	Washington, DC
Afro-American	Washington, DC
Washington Hispanic	Washington, DC
Washington Informer	Washington, DC
Metro Herald	Washington, DC

Attachment 4

Court to Notify Merchants about Multi-Billion Settlement Providing Payments and Benefits to Merchants Who Accepted Visa or MasterCard at any time since 2004

The U.S. District Court for the Eastern District of New York has ordered a notification program.

Merchants in the U.S. will be notified that the Court has preliminarily approved an agreement that merchants, Visa, MasterCard, and other defendants have reached in a class action lawsuit. The lawsuit claims that merchants paid excessive fees for accepting Visa and MasterCard because of an alleged conspiracy among the Defendants.

The Class Settlement is as much as approximately [\$6.24] billion but no less than approximately [\$5.54] billion. Any person, business, or other entity that accepted Visa or MasterCard credit or debit cards in the U.S. at any time between January 1, 2004 and the Settlement Preliminary Approval Date of [MM DD, 20YY] may be eligible to receive a payment from the fund.

The Settlement Class is:

All persons, businesses, and other entities that have accepted any Visa-Branded Cards and/or Mastercard-Branded Cards in the United States at any time from January 1, 2004 to the Settlement Preliminary Approval Date, except that the Rule 23(b)(3) Settlement Class shall not include (a) the Dismissed Plaintiffs, (b) the United States government, (c) the named Defendants in this Action or their directors, officers, or members of their families, or (d) financial institutions that have issued Visa-Branded Cards or Mastercard-Branded Cards or acquired Visa-Branded Card transactions or Mastercard-Branded Card transactions at any time from January 1, 2004 to the Settlement Preliminary Approval Date. The Dismissed Plaintiffs are plaintiffs that have previously settled individually with a Defendant.

On [DATE], there will be a court hearing to decide if the Class Settlement will be finally approved. Before the hearing date, known Settlement Class members will be mailed a notice about their legal rights and the release of their claims. This same information will be published online as well as in newspapers, and consumer, business, and trade publications.

Members of the Settlement Class can exclude themselves from that Class or object to the proposed Settlement. The deadline to object or ask to be excluded is [DATE].

If the Court grants final approval of the Class Settlement, eligible Settlement Class members may file claims for payment to share in the distribution of the settlement funds.

Claim Forms will be sent to all known Settlement Class members. Claim Forms will also be available at the Case Website or by calling the Class Administrator.

For more information about this case (*In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL 1720), Class members may:

Call toll-free: 1-800-625-6440

Visit: www.PaymentCardSettlement.com

Write to the Class Administrator: PO Box 2530, Portland, OR 97208-2530, or

Email: info@PaymentCardSettlement.com.

The Court has appointed the law firms of Robins Kaplan LLP, Berger Montague PC, and Robbins Geller Rudman & Dowd LLP to represent the Class.

For the Press Only:

Class Counsel: K. Craig Wildfang, Robins Kaplan LLP, Tel.: (612) 349-8500
H. Laddie Montague, Jr., Berger Montague PC, Tel.: (215) 875-3000
Patrick Coughlin, Robbins Geller Rudman & Dowd LLP, Tel.: (619) 231-1058

SOURCE: U.S. District Court for the Eastern District of New York