UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, ON BEHALF OF THEMSELVES AND SIMILARLY SITUATED PERSONS, AND COMMUNITY ACTION AGENCY OF SOMERVILLE, INC.,

Plaintiffs,

v.

SAFERENT SOLUTIONS, LLC AND METROPOLITAN MANAGEMENT GROUP, LLC,

Defendants.

Civil Action No. 1:22-CV-10800-AK

PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION TO CERTIFY THE CLASSES FOR SETTLEMENT PURPOSES AND DIRECT NOTICE OF SETTLEMENT TO THE CLASSES

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I. INTRODUCTION

Plaintiffs Mary Louis and Monica Douglas (collectively "Plaintiffs") submit this Memorandum in Support of Their Unopposed Motion to Certify the Classes for Settlement Purposes and Direct Notice of Settlement to the Classes. The proposed Class Action Settlement Agreement and Release ("Agreement"), attached as Exhibit 1, will resolve the instant action against SafeRent Solutions, LLC ("SafeRent" or "Defendant").[1] The Agreement is the result of arm's-length, informed, and non-collusive negotiations between experienced and knowledgeable counsel who have actively prosecuted and defended this litigation. The settlement negotiations were facilitated by an experienced mediator, the Honorable Diane M. Welsh (Ret.), a former federal Magistrate Judge in the Eastern District of Pennsylvania who has a nationwide reputation for her settlement mediation abilities. Judge Welsh has submitted a declaration in support of Plaintiffs' Motion, which is attached as Exhibit 2.

The Settlement achieved by the Parties is fair, reasonable, and provides substantial benefits to the entire Settlement Classes[2] now, while avoiding the delay, risk, and expense inherent in the continued litigation of this action. As detailed below, SafeRent has agreed to significant changes to its business practices equivalent to the injunctive relief Plaintiffs sought by filing this action. The Parties have also agreed that SafeRent will establish a Settlement Fund in the amount of $1,175,000 in monetary relief that will be distributed to Settlement Class Members and used to pay settlement administration costs and service payments, if awarded by the Court, to the two proposed Class Representatives up to $10,000 each, or $20,000 total, for their work and time expended on this case. The proposed Settlement Agreement permits Plaintiffs to apply for a

[1] SafeRent has agreed to a separately negotiated settlement with organizational plaintiff Community Action Agency of Somerville, Inc. ("CAAS") to settle CAAS's non-class claims on an individual basis. The CAAS settlement will only become final if the class settlement is approved. The payment to CAAS does not come from the Settlement Fund, and no portion of the payment to CAAS will be paid to Settlement Class Counsel. Nor will CAAS's attorneys' fees be paid from the fee award in the proposed class settlement. Plaintiff Monica Douglas is separately negotiating a possible settlement of her individual claim with Defendant Metropolitan Management Group, LLC.

[2] Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

separate award of attorneys' fees and costs up to $1,100,000, with any unawarded funds to be added to the Settlement Fund. Plaintiffs have filed a Motion for Attorneys' Fees, Costs, and Service Awards ("Attorneys' Fees Motion") concurrently with this Motion.

Additionally, the Notice that Plaintiffs propose be distributed to the Settlement Classes, attached as Exhibit 3, and the schedule for issuance of notice and the fairness hearing, as set forth in the Proposed Order Certifying the Classes for Settlement Purposes and Directing Notice of Settlement to the Classes ("Preliminary Approval Order"), attached as Exhibit 4, will allow an adequate opportunity for the Settlement Classes to review and respond to the proposed Settlement and are consistent with the Parties' desire for prompt implementation of the terms of the proposed Settlement. Plaintiffs also propose that the Court appoint Epiq to be the Settlement Administrator, given Epiq's extensive experience in administering settlements and after reviewing competitive bids from three class settlement administration companies. *See* Epiq Declaration, attached as Exhibit 5.

Accordingly, Plaintiffs respectfully request that the Court grant their Motion and enter the Preliminary Approval Order submitted herewith that would:

- Provisionally certify the Settlement Classes pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and (b)(3) for settlement purposes only;
- Appoint Plaintiffs Mary Louis and Monica Douglas as Settlement Class Representatives, and appoint Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center as Settlement Class Counsel;
- Appoint Epiq as Settlement Administrator;
- Approve the Notice, including SafeRent's provision to the Settlement Administrator of the identifying information for Settlement Class Members available in SafeRent's databases, and direct that the Notice be disseminated to the Settlement Classes by Settlement Administrator Epiq;
- Set a date ninety days from the date Notice is disseminated as the deadline for submission of any objections to the proposed Settlement; and
- Schedule a fairness hearing on or after November 18, 2024, which is ninety days after the anticipated deadline for Class Members to object to the proposed Settlement Agreement.

II. HISTORY OF THE LITIGATION

On May 25, 2022, Plaintiffs filed this putative class action against Defendant SafeRent, challenging its proprietary "SafeRent Score" product, a tenant-screening service sold by Defendant and purchased by rental housing providers to make leasing decisions. Plaintiffs filed their operative Amended Complaint on August 26, 2022. Doc. No. 15. The Amended Complaint alleges that the SafeRent Score is calculated using a formula that results in the disproportionate denial of rental housing for rental housing applicants who use housing choice vouchers, with a further disparate impact on Black and Hispanic applicants who use vouchers, because the formula relies heavily on non-tenancy debt, which Plaintiffs allege is not predictive of the ability to pay rent. Doc. No. 15 ¶¶ 1–10, 45–61. Plaintiffs further allege that this disparate impact cannot be justified by any business necessity because a tenant's housing voucher uniquely protects the housing provider's receipt of monthly rent. Doc. No. 15 ¶¶ 62–73. On behalf of the putative classes, Plaintiffs brought disparate impact fair housing claims against SafeRent under the Fair Housing Act ("FHA"), 42 U.S.C. § 3604 *et seq.* and Massachusetts General Laws ch. 151B §§ 4(6), 4(10) ("Massachusetts Discrimination Law"), and claims of unfair and deceptive business practices under Massachusetts General Laws ch. 93A § 9. Doc. No. 15 ¶¶ 120–126, 134–141, 150–157, 165–183.

SafeRent filed a motion to dismiss Plaintiffs' Amended Complaint on October 27, 2022, arguing, among other things, that the prohibition on disparate impact discrimination in housing under the FHA and the Massachusetts Discrimination Law does not extend to tenant screening companies such as SafeRent. *See* Doc. No. 32. On July 26, 2023, the Court denied SafeRent's motion to dismiss the housing discrimination claims, finding Plaintiffs had sufficiently alleged that the SafeRent Score "has a disproportionate impact on Black and Hispanic applicants and voucher holders," directly resulting "in a disproportionate rate of housing denials for these protected groups." *Louis v. SafeRent Sols. LLC*, No. 22-CV-10800, 2023 WL 4766192, at *12 (July 26, 2023). The Court granted SafeRent's motion to dismiss with respect to Plaintiffs' unfair and deceptive business practices claim under G.L. Ch. 93A. *See id.* at *15.

Plaintiffs began to prepare for discovery. However, before embarking on a costly and

lengthy discovery process, the Parties agreed to explore settlement. They identified a highly skilled and reputable mediator, the Honorable Diane M. Welsh (Ret.), and promptly scheduled a mediation session, which took place on November 6, 2023. In advance of the mediation, the Parties exchanged detailed mediation statements, setting forth the strengths and weaknesses of their respective positions and, after the Court entered a Protective Order (Doc. No. 96) on October 26, 2023, SafeRent provided a set of confidential, attorneys-eyes-only documents in response to Plaintiffs' pre-mediation discovery requests. This information included documents relating to the named Plaintiffs' applications for housing and SafeRent's analysis of those applications, information explaining the function of each of the different tenant-screening models SafeRent sells to Massachusetts housing providers, including its "Affordable Model," "Market Model," and "No-Credit Model," and other information about the SafeRent Score and how it is calculated.

On November 6, 2023, the Parties had a productive mediation session during which SafeRent agreed in principle to significant injunctive relief, though it took considerable time after the mediation to reach an agreement setting forth the exact parameters of such changes in writing. Following the mediation, SafeRent provided pertinent information and documents on a confidential, attorneys-eyes-only basis, so that the Parties could come to an agreement on a fair monetary settlement amount. With the assistance of Judge Welsh, the Parties continued to engage in comprehensive settlement discussions, and on December 22, 2023, executed a Memorandum of Settlement, resulting in an agreement to resolve the case as set forth in the proposed Settlement.

III. SUMMARY OF THE PROPOSED SETTLEMENT

Plaintiffs brought this action to ensure that individuals who use housing vouchers are not denied housing based on their SafeRent Score—a product Plaintiffs allege has not been proven to effectively and fairly screen tenants who pay most, or all, of their rent with housing vouchers. This lawsuit also was filed to secure compensation for Plaintiffs and putative Class Members who were unfairly denied housing based on their SafeRent Score. The relief afforded by the proposed Settlement achieves both of these goals. A description of the key provisions follows.

A. The Settlement Classes

The proposed Settlement seeks relief for the following two Settlement Classes:

> All rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Income-Based Settlement Class");
>
> All Black and Hispanic rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Race-Based Settlement Class").

Ex. 1 §§ 1.17, 1.18.

B. Injunctive Relief Provided by the Proposed Settlement

The proposed Settlement achieves substantial injunctive relief that requires SafeRent to comply with a number of practice changes. For a period of five years, SafeRent will stop providing a "SafeRent Score" to housing providers that are processing applications of prospective tenants who hold housing vouchers. *See* Ex. 1 § 3.5. These practice changes are of the kind and scope that Plaintiffs sought by filing this litigation and will provide significant benefit to voucher-holders applying for housing in Massachusetts.

SafeRent will implement these business practice changes by doing the following, which will be fully effective no later than twelve months from the date the Agreement was executed. *See* Ex. 1 § 3.5.1. First, SafeRent will cease including a SafeRent Score or an accept/decline recommendation based on a tenant screening score in any of its score reports generated for housing providers who subscribe to or purchase SafeRent's "Affordable Model," the SafeRent Score model many housing providers use when submitting information for applicants using vouchers. Ex. 1 § 3.5.2. SafeRent will also be barred from including any other tenant screening score (either from a third party or its own revised model) in its Affordable Model score reports, unless that tenant screening score has been validated for its use for applicants with housing vouchers by the National Fair Housing Alliance or any similar organization agreed to by the Parties. Ex. 1 § 3.5.5(ii)(1). To

ensure housing providers have some information about housing voucher applicants to make an informed decision on an application, SafeRent will still provide a report containing the underlying applicant information. Ex. 1 § 3.5.2.

Second, under the proposed Settlement, SafeRent will require housing providers who subscribe to or purchase the "Market Model" or "No-Credit Model"—SafeRent's two other types of tenant-screening scoring models—to affirmatively certify that the rental applicant for whom they are requesting a SafeRent Score is not currently a recipient of any publicly-funded federal or state housing voucher. Ex. 1 § 3.5.3 . If the housing provider does not make this certification, SafeRent, as with the Affordable Model, will provide a report with the underlying applicant information but will not include a SafeRent Score or accept/decline recommendation based on a tenant screening score. Ex. 1 § 3.5.3. As with the terms applicable to the Affordable Model customers, SafeRent will not be allowed to provide non-certifying "Market Model" and "No-Credit Model" customers with any other tenant screening score unless that score has been independently validated. Ex. 1 § 3.5.5(ii)(1) .

Third, the proposed Settlement requires SafeRent to provide training or instruction to housing providers explaining the differences between the Market Model, No-Credit Model, and Affordable Model, and explaining the changes to the SafeRent products and services that are encompassed in the proposed Settlement. Ex. 1 § 3.5.4. This training and instruction will inform and explain to housing providers why they will not receive a SafeRent Score when processing rental application for housing voucher recipients to avoid confusion.

C. Monetary Relief Provided by the Proposed Settlement

The proposed Settlement provides meaningful monetary relief to members of the Settlement Classes. Under the terms of the Agreement, SafeRent will pay a sum of $1,175,000 into a Settlement Fund within thirty days of the Effective Date. Ex. 1 §§ 1.40, 3.2.1. The Settlement Fund will be used to make payments to members of the Settlement Classes who submit valid claims and to Settlement Administrator Epiq for costs associated with notice and administration. Ex. 1 §

3.2.2 .[3] The proposed Class Representatives may also apply to the Court for service awards of no more than $10,000 each, or $20,000 total, payable from the Settlement Fund. Ex. 1 § 3.3. In the event the Settlement Fund is not fully exhausted, the remaining amount will be distributed in a manner agreed upon by the Parties, subject to Court approval. Ex. 1 §§ 3.2.2, 4.7.3. No portion of the Settlement Fund will revert to SafeRent. Ex. 1 § 4.7.3.

D. Notice and Claims Process

Payments to members of the Settlement Classes will be distributed to individuals who submit a valid and timely Claim Form, as defined by the terms of the proposed Settlement.[4] *See* Ex. 1 § 4.3. SafeRent will first provide to the Settlement Administrator a list of the more than 18,000 individuals who applied for rental housing in Massachusetts during the relevant period and received a SafeRent Score below the score required for an "accept" recommendation, as well as their Social Security numbers and last known addresses, emails, and telephone numbers, if reasonably available to SafeRent. Ex. 1 § 4.2.1. As discussed in Section IV.A.i. below, SafeRent does not know which of these individuals who will receive notice had a housing voucher at the time they received a SafeRent Score, or the race of the individuals. The Parties believe that by sending notice to all individuals for whom SafeRent generated a "decline" or "accept with conditions" SafeRent Score report, notice will be sent to all Settlement Class Members, in addition to several thousand non-class members.

No later than thirty days after SafeRent provides the Settlement Administrator with the list of potential Settlement Class Members and the identifying information in SafeRent's databases, the Settlement Administrator will provide Notice by the following methods. Ex. 1 § 4.2. First, using the identification information provided by SafeRent, the Settlement Administrator will

[3] The proposal from Epiq states that the projected costs of the notice and claims process will be between $110,000 and $135,000. *See* Ex. 5 § 34.

[4] Subject to Court approval, the Parties have agreed that, to help ensure that payments from this settlement do not disrupt Class Members' eligibility for public benefits, Settlement Class Members may indicate on the Claim Form whether they wish to receive their settlement payment in a single lump-sum payment or spread in equal parts across two years. Ex. 1 § 4.7.1.1.

obtain the best available contact information for the potential Settlement Class Members. Ex. 1 § 4.2.1. Subject to Court approval, the Settlement Administrator will send hardcopy Notices and/or email Notices and/or text messages with links to the Settlement Website[5] to those individuals for whom SafeRent has provided information. Ex. 1 § 4.2.1. The Settlement Administrator will search for updated contact information as needed, including searching for updated contact information based on mailings or emails returned as undeliverable. Ex. 1 § 4.2.1. The Settlement Administrator will mail and/or email the Claim Form to those individuals who are sent notice, with pre-paid return postage and an envelope to submit a hardcopy Claim Form or, for email notice, a link to the Settlement Website. Ex. 1 § 4.3.1. The Claim Form will be available on the Settlement Website and the Settlement Administrator will ensure that the Claim Form can be filled out and signed electronically. Ex. 1 § 4.3.1.

To submit a claim, Settlement Class Members must complete and sign the Claim Form (either by physical or electronic signature or by affirmation) and submit the Claim Form no later than ninety days after the Settlement Administrator first disseminates Notice. Ex. 1 § 4.3.2. The Claim Form will require Settlement Class Members to provide their name and contact information and either: (a) documentation sufficient to show that the individual held a housing voucher during the Relevant Period, or (b) a statement signed under penalty of perjury attesting that the individual held a voucher during the Relevant Period. Ex. 1 § 1.5. If no documentation is provided, the Class Member will identify, if possible, the Public Housing Authority ("PHA") that approved and/or issued the voucher and will provide informed consent to allow the Settlement Administrator to verify the claimant's voucher status by contacting the relevant PHA, Department of Housing and Urban Development ("HUD"), and/or the Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"). Ex. 1 § 1.5. The Claim Form will contain language informing Settlement Class Members that, by submitting a Claim Form without documentation, the

[5] The Settlement Administrator will establish a Settlement Website that will contain a downloadable Notice and downloadable Claim Form, contact information, and relevant case documents. Ex. 1 § 4.2.2.

Settlement Class Member is allowing the PHA, HUD, and/or the EOHLC to provide the Settlement Administrator with information about the Settlement Class Member's voucher status and allowing the Settlement Administrator to finally determine whether the Settlement Class Member is eligible to receive a share of the Settlement Fund based on the information, if any, provided by the PHA, HUD, and/or EOHLC. To qualify as a member of the Massachusetts Race-Based Settlement Class, the claimant will be required to declare on the Claim Form under penalty of perjury that the claimant identifies as Black or Hispanic. Ex. 1 § 1.5. The Settlement Administrator will be responsible for reviewing and determining the validity of Claim Forms, including providing a "cure" process. Ex. 1 § 4.3.4.

The Notice will inform Settlement Class Members that they may exclude themselves from the Settlement by mailing a written request to the Settlement Administrator, postmarked no later than ninety days after the Settlement Administrator first disseminates Notice. Ex. 1 § 4.4. The Notice will also inform Settlement Class Members that, if they do not request exclusion, they have the right to object to the proposed Settlement by filing or sending a written objection to the Court, postmarked or filed no later than ninety days after the Notice is first disseminated. Ex. 1 § 4.6.

Settlement Class Members who submit valid and timely Claim Forms will receive *pro rata* payments from the Settlement Fund. Ex. 1 § 4.7.1. Members of the Massachusetts Income-Based Settlement Class *only* or the Massachusetts Race-Based Settlement Class *only* will receive a 1X share of the Settlement Fund, and members of both Classes will receive a 1.5X share. Ex. 1 § 4.7.1.1. Settlement Class Members may indicate on the Claim Form whether they wish to receive their settlement payment in a single lump-sum payment or spread in equal parts across two years. Ex. 1 § 4.7.1.1.[6]

E. Attorneys' Fees and Costs

The proposed Settlement permits Plaintiffs to apply for an award of attorneys' fees and

[6] The Parties will provide in the Motion for Final Approval a summary of the number of claimants and the amount each will receive from the Settlement Fund.

costs, not to exceed $1,100,000. Ex. 1 § 3.4.1. This settlement term was negotiated after the relief was substantially agreed upon for Plaintiffs and the Classes and payment will not be made from the Settlement Fund. Plaintiffs' Motion for Attorneys' Fees, filed separately, details Plaintiffs' fees and costs incurred in the litigation of this action, which total more than the $1,100,000 cap on Plaintiffs' petition. The proposed Settlement contemplates that SafeRent will pay any awarded attorneys' fees and costs within seven days of the later of the Effective Date or the receipt by SafeRent of requested tax forms and/or payment information. Ex. 1 § 3.4.4. The Settlement is not conditioned on the Court's approval of Plaintiffs' attorneys' fees request, and if the Court does not award the full amount of fees and costs, any money remaining from the $1,100,000 will be added to the amount paid to the Settlement Fund. Ex. 1 § 3.4.5.

F. Releases

In consideration for the business practice changes and monetary relief provided to Plaintiffs and the Classes, the proposed Settlement provides SafeRent with releases of claims. The releases are appropriately tailored to the facts and claims Plaintiffs raised in this case by releasing and forever discharging SafeRent from any and all claims arising out of conduct that occurred as of the date of the execution of the Agreement relating to (a) violations of the FHA, Massachusetts Discrimination Law, and Massachusetts Consumer Protection Law alleged in this case; (b) any and all claims asserted in the Litigation, or based on allegations identified in the Complaint or Amended Complaint; and (c) any and all claims made by voucher-holders for discrimination attributable to SafeRent Scores. Ex. 1 §§ 1.28, 3.6. The Named Plaintiffs also separately agree to generally release SafeRent from any claims arising out of or relating to any conduct that occurred as of the date the Agreement was executed. Ex. 1 § 3.6.2.

IV. ARGUMENT

Under Rule 23(e), the claims of a class proposed to be certified for settlement purposes may only be settled with the Court's approval. Fed. R. Civ. P. 23(e). At the preliminary approval stage, this Court must decide whether notice should be provided to the settlement class about the proposed settlement, which this Court "must" do if the Court determines that "the court will likely

be able to approve the proposal under Rule 23(e)(2); and certify the class for purposes of judgment on the proposal." Fed. R. Civ. P. 23(e)(1)(B); *see also In re Relafen Antitrust Litig.*, 231 F.R.D. 52, 57 (D. Mass. 2005) (describing the "two-stage procedure" for approving a settlement class, where preliminary approval is appropriate if the settlement is "sufficient to warrant public notice and a hearing" and, if so, "the final decision on approval is made after the hearing").

As discussed more fully below, the instant settlement satisfies all of these requirements. As such, Plaintiffs' request for certification of the Settlement Classes, the issuance of notice, and the scheduling of a final approval hearing should be granted.

A. The Class Should be Certified for Settlement Purposes.

"To obtain class certification, the plaintiff must establish the Rule 23(a) requirements of numerosity, commonality, typicality, and adequacy of representation and demonstrate that the action may be maintained under Rule 23(b)(1), (2), or (3)." *Hochstadt v. Bos. Sci. Corp.*, 708 F.Supp.2d 95, 102 (D. Mass. 2010) (citing *Smilow v. Sw. Bell Mobile Sys., Inc.*, 323 F.3d 32, 38 (1st Cir. 2003)). The proposed Settlement Classes, as defined in Section III.A above, meet the conditions set forth in Rule 23(a), Rule 23(b)(2), and Rule 23(b)(3).

(i) Plaintiffs Satisfy the Requirements of Rule 23(a).

First, the proposed Settlement Classes are sufficiently large that joinder is impracticable, meeting Rule 23(a)'s numerosity requirement. *See New Eng. Carpenters Health Benefits Fund v. First Databank, Inc.*, No. 05-CV-11148, 2009 WL 10703302, at *2 (D. Mass. Mar. 30, 2009). SafeRent does not maintain data about the race or voucher status of applicants to its customers' rental housing. However, SafeRent's records indicate that between May 25, 2020 and September 27, 2023, more than 18,000 applications for housing in Massachusetts were assigned a SafeRent Score lower than the threshold that a housing provider set to recommend "accept" on an application. After accounting for duplicate applications and based on its own attempt to independently estimate from this population the number of individuals who may have sought to use a publicly-funded housing voucher and who may be Black or Hispanic, SafeRent estimated in October 2023 that the number of putative class members was between 3,300 and 4,200. Thus, there

can be no question that Plaintiffs satisfy numerosity.

Second, there are common questions of law and fact at issue, thus meeting the commonality requirement. *See Meaden v. HarborOne Bank,* No. 23-CV-10467, 2023 WL 3529762, at *2–3 (D. Mass. May 18, 2023) ("The 'threshold for commonality under Rule 23(a)(2) is not high.'" (internal citation omitted)). The gravamen of this lawsuit is that SafeRent, through the SafeRent Score product, has caused the disproportionate denial of housing to tenant applicants who use housing vouchers, allegedly in violation of the FHA and Massachusetts Discrimination Law. This is a common contention for each Settlement Class Member, and it can be satisfied using evidence common to the class. There are additional common questions, such as whether SafeRent could justify the use of its SafeRent Score product under standards for business necessity. The existence of these common questions satisfies the commonality requirement. *See First Databank, Inc.*, 2009 WL 10703302 at *2–3 (granting motion to certify a class for settlement purposes and describing common legal and factual contentions suitable for resolution on a classwide basis).

Third, typicality is satisfied. For this requirement, Plaintiffs need only demonstrate that their "injuries arise from the same events or course of conduct as do the injuries of the class" and that the Plaintiffs' claims and those of the Classes "are based on the same legal theory." *In re Credit Suisse-AOL Sec. Litig*., 253 F.R.D. 17, 23 (D. Mass. 2008). Here, Plaintiffs' claims arise out of the exact same conduct—SafeRent's use of certain credit and tenant information in its calculation of the SafeRent Score provided to housing providers, which Plaintiffs allege resulted in the disproportionate denial of housing to applicants using vouchers. Because Plaintiffs allege that each member of the Settlement Classes was denied housing pursuant to the same practice by SafeRent, typicality is satisfied.

Fourth, the requirement for fair and adequate representation is satisfied. Named Plaintiffs Mary Louis and Monica Douglas have faithfully participated in this litigation for nearly two years, including maintaining regular contact with their counsel, providing information and documents upon counsel's request, familiarizing themselves with the facts and issues presenting in the case and attending the hearing on Defendants' motion to dismiss. If appointed as representatives of the

Settlement Classes, Ms. Louis and Ms. Douglas will continue to fairly and adequately protect the interests of the Class. *See Jean-Pierre v. J&L Cable TV Servs., Inc*., 538 F.Supp.3d 208, 212 (D. Mass. 2021) (finding adequacy satisfied where each named plaintiff was involved in the prosecution of his claims and their interests were aligned with the class).

The Settlement Classes are also fairly and adequately represented by competent attorneys with specialized expertise in litigating housing and consumer rights class actions. *See Jean-Pierre,* 538 F.Supp.3d at 212. Plaintiffs are represented by Greater Boston Legal Services, a Massachusetts nonprofit that regularly provides legal advocacy to low-income renters who use housing vouchers; the National Consumer Law Center, a national nonprofit based in Massachusetts, which, for over 50 years, has worked for economic justice for low-income and other disadvantaged people; and the law firm of Cohen Milstein Sellers & Toll PLLC, one of the leading firms in the country handling major complex plaintiff-side civil rights and fair housing litigation, based in Washington, DC. *See* Declaration of Christine E. Webber attached as Exhibit 3 to Motion for Attorneys' Fees; Declaration of Todd S. Kaplan, attached as Exhibit 4 to Motion for Attorneys' Fees; Declaration of Shennan Kavanagh, attached as Exhibit 5 to Motion for Attorneys' Fees.

(ii) Plaintiffs Satisfy the Requirements of Rule 23(b)(2).

Plaintiffs also satisfy the requirements of Rule 23(b)(2). A class may be certified under Rule 23(b)(2) if the prerequisites of Rule 23(a) are met and the defendant "has acted or refused to act on grounds generally applicable to the class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the class as a whole." Fed. R. Civ. P. 23(b)(2). Classes certified under Rule 23(b)(2) "frequently serve as the vehicle for civil rights actions and other institutional reform cases." *Hawkins ex rel. Hawkins v. Comm'r of N.H. Dep't of Health & Human Servs.*, No. 99-143, 2004 WL 166722, at *4 (D.N.H. Jan. 23, 2004). Such is the case here.

As detailed above, Plaintiffs have advanced a common contention in this litigation: that SafeRent, through the SafeRent Score product, has caused the denial of housing to rental applicants who use housing vouchers. Put differently, Plaintiffs allege that SafeRent, by marketing and selling the SafeRent Score product and applying that product to applicants with vouchers, has acted or

refused to act on grounds generally applicable to the Classes. Accordingly, the Settlement Classes should be certified pursuant to Rule 23(b)(2).

In consideration of the foregoing, Plaintiffs respectfully request that the Court certify the Settlement Classes for purposes of injunctive relief under Rule 23(b)(2) and appoint Plaintiffs Louis and Douglas as Class Representatives and Plaintiffs' Counsel as Class Counsel.

(iii) Plaintiffs Satisfy the Requirements of Rule 23(b)(3).

Finally, Plaintiffs satisfy the requirements of Rule 23(b)(3). Rule 23(b)(3) provides that a class action may be maintained if "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Plaintiffs satisfy both predominance and superiority.

The "predominance inquiry tests whether proposed classes are sufficiently cohesive to warrant adjudication by representation." *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 623 (1997). "This standard can be met if the common issues predominate, even if some individual issues arise in the course of litigation." *Meaden*, 2023 WL 3529762, at *3 (citations omitted). Plaintiffs allege that all Settlement Class Members are entitled to the same legal remedies premised on SafeRent's same alleged wrongdoing, and the issues affecting every Settlement Class Member are substantially the same. Thus, the Settlement Classes are sufficiently cohesive to satisfy predominance.

Superiority requires a class action to be "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). Here, where there are thousands of potential Settlement Class Members with claims resulting from a common issue, a class action is the most feasible mechanism for resolving the dispute. *See In re Relafen*, 231 F.R.D. at 70. Moreover, the Settlement Class Members here are individuals using housing vouchers, who, by definition, are people with limited financial means. It is therefore highly likely that the transaction costs in bringing individual lawsuits would be prohibitive. A class action is therefore the superior method for resolving the claims at issue in this litigation.

B. Notice Should Be Issued Because the Proposed Settlement Agreement Is Likely to Be Found Fair, Reasonable, and Adequate.

Issuance of class notice is appropriate upon a showing that the court will likely be able to approve the proposed settlement under Rule 23(e)(2). *See* Fed. R. Civ. P. 23(e)(1)(B). A court may only approve a class settlement after finding that it is "fair, reasonable, and adequate," which requires considering whether: (i) the class representatives and class counsel adequately represented the class; (ii) the proposed settlement was negotiated at arm's length; (iii) the relief provided for the class was adequate; and (iv) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2). The fairness of the settlement should be considered with an appreciation of the strong judicial policy favoring the resolution of class actions. *See, e.g.*, *Nat'l Ass'n of Chain Drug Stores v. New Eng. Carpenters' Health Benefits Fund*, 582 F.3d 30, 44 (1st Cir. 2009).

For the reasons described below, the proposed Settlement Agreement is likely to be found fair, reasonable, and adequate, and this Court should therefore direct notice to be issued to the Settlement Classes.

(i) The Settlement Classes Are Adequately Represented by the Proposed Class Representatives and Plaintiffs' Counsel.

Employing a two-step analysis, the Court must initially be satisfied that the settlement class was adequately represented during the litigation and settlement. *See In re Pharma. Indus. Avg. Wholesale Price Litig.*, 588 F.3d 24, 36 n.12 (1st Cir. 2009) ("[T]he duty of adequate representation requires counsel to represent the class competently and vigorously and without conflicts of interest with the class.") (citing Fed. R. Civ. P. 23(g)(4)). First, the Court must determine whether the interests of the class representatives "conflict with the interests of any of the class members." *See Andrews v. Bechtel Power Corp.*, 780 F.2d 124, 130 (1st Cir. 1985). Second, the Court must be satisfied that Plaintiffs' counsel are qualified and experienced and were vigorously pursuing the interests of class before the settlement was reached. *Id.* As Rule 23(g) requires, the Court must also consider at settlement whether counsel have "experience in handling class actions, other complex litigation, and the types of claims asserted in the action; counsel's knowledge of the applicable law" and the resources that counsel committed to the prosecution of

the case before settlement was reached. *See* Fed. R. Civ. P. 23(g)(1)(A)(i)–(iv); *accord Lapan v. Dick's Sporting Goods, Inc.*, No. 13-CV-11390, 2015 WL 8664204, at *3 (D. Mass. Dec. 11, 2015) (considering the guidance from Rule 23(g) in evaluating the adequacy of counsel).

There is no conflict between the proposed Settlement Class Representatives and absent Settlement Class Members because both groups share an interest in receiving the relief provided by the terms of the proposed Settlement. The proposed Settlement Class Representatives and members of the proposed Settlement Classes are people who (a) use or used publicly-funded housing vouchers during the class period and (b) were denied housing because of their SafeRent Score—all of whom will be able to obtain relief by the terms of the proposed Settlement. Accordingly, the proposed Settlement Class Representatives seek "the same remedy . . . based on an identical theory" as the rest of the class, rendering the interests of the class representatives "coextensive with the class." *Reid v. Donelan*, 297 F.R.D. 185, 191 (D. Mass. 2014).

Moreover, Plaintiffs have retained experienced and competent counsel who fairly and adequately protected the interests of the proposed classes throughout the litigation and during the negotiation of the proposed Settlement. Plaintiffs' Counsel have substantial experience litigating and negotiating settlements in class actions, including in the areas of housing, civil rights, and consumer rights law. *See* Section IV.A.i (citing

Plaintiffs' Counsel invested substantial time and resources in litigating this case and in negotiating the Agreement. *See* Motion for Attorneys' Fees and Exs. 3–5 attached thereto. Moreover, Counsel undertook the representation on terms by which their compensation was fully contingent on the outcome and the costs of litigation were advanced. Accordingly, there is ample evidence that undersigned counsel vigorously and fully represented the interests of the class in the litigation leading to its settlement. *See Connor B. v. Patrick*, 272 F.R.D. 288, 297 (D. Mass. 2011).

(ii) The Proposed Settlement was the Product of Arm's-Length Negotiation.

"A settlement is presumed to be reasonable when it is achieved by arm's length negotiations conducted by experienced counsel." *Nat'l Ass'n of Deaf v. MIT*, No. 15-CV-30024, 2020 WL 1495903, at *4 (D. Mass. Mar. 27, 2020)). When determining whether an agreement was

the product of an arm's-length negotiation, courts often consider the complexity and duration of the litigation, whether meaningful discovery was completed prior to settlement, whether the parties utilized a formal mediation process to negotiate the agreement, and whether the agreement was conditioned on an award of attorneys' fees and costs. *See, e.g.*, *Bacchi v. Mass. Mut. Life Ins. Co*., No. 12-11280, 2017 WL 5177610, at * 2 (D. Mass. Nov. 8, 2017); *Hill v. State St. Corp.*, No 09-12146, 2015 WL 127728, at *7 (D. Mass. Jan. 8, 2015); *Disability Law Ctr. v. Mass. Dep't of Corr.*, 960 F.Supp.2d 271, 280-81 (D. Mass. 2012).

Plaintiffs researched and investigated this case for nearly a year before filing, collecting a substantial amount of relevant material from public sources, before even filing the lawsuit. *See* Motion for Attorneys' Fees and Exs. 3–5 attached thereto The Parties then litigated this case for over a year, including briefing and arguing SafeRent's motion to dismiss. And while formal discovery was not conducted, Plaintiffs requested and received documents and information both before and after the formal mediation session before Judge Welsh, allowing Plaintiffs to better understand the Parties' strengths and weaknesses in the case, and the potential damages the class could recover if litigation were successful.

After settlement negotiations that extended over three months, using a formal mediation process, the Parties settled all contested issues in the litigation, the terms of which are memorialized in the Agreement. *See Jean-Pierre*, 538 F.Supp.3d at 213 (granting preliminary approval where settlement was reached "through mediation and arms-length negotiation after two years of difficult litigation"). Negotiation of the terms of the proposed Settlement, moreover, was conducted without regard to the payment of Plaintiffs' attorneys' fees and costs, which was the last term that was negotiated.

(iii) <u>The Proposed Settlement Provides Settlement Class Members with More than Adequate Relief.</u>

When determining whether a class settlement provides the class with adequate relief, a Court must take into account several factors, including "the costs, risks, and delay of trial and appeal." Fed. R. Civ. P. 23(e)(2)(C). To determine how the costs, risks, and delay of trial and

appeal would impact the relief the class would be entitled to receive absent the settlement, courts often consider the likelihood of the class achieving a favorable result through litigation, the time it would take to achieve such a result, and the certainty that such a result would provide the class with more ample relief than the settlement. *See, e.g.*, *Bacchi*, 2017 WL 5177610, at * 2; *Roberts v. TJX Cos., Inc.*, No. 13-cv-13142, 2016 WL 8677312, at * 6-7 (D. Mass. Sept. 30, 2016).

The proposed Settlement provides Settlement Class Members with immediate, tangible benefits. Perhaps most importantly, the Settlement provides the Settlement Classes the full extent of injunctive relief they would have obtained had Plaintiffs succeeded in this case: termination of the SafeRent Score for applicants using vouchers, to be resumed only if SafeRent validates the SafeRent Score through the National Fair Housing Alliance or another similar organization. *See* Section III.B. This eliminates the allegedly discriminatory practice Plaintiffs challenged with this action, providing significant relief to Settlement Class Members who continue to use vouchers and apply for rental housing in the future with any Massachusetts housing provider that uses SafeRent's tenant screening services, without the risks associated with continued prolonged litigation. And as described above, SafeRent will pay a sum of $1,175,000 into a Settlement Fund, which will be used to make payments to Settlement Class Members to compensate them for any past denial of housing. *See* Section III.C. Settlement Class Members who submit valid and timely Claim Forms will receive *pro rata* payments from the Settlement Fund. *See* Section III.D.

By contrast, although Plaintiffs are confident they would have been successful were the underlying litigation adjudicated, the number of novel legal issues raised in this case would have required extensive additional briefing and argument, as well as additional discovery, all of which involves increased litigation risks. Moreover, even complete success on liability would still have left disputes over the magnitude of damages recoverable by class members, and even disputes over whether damages could be resolved on a class basis. *See Jean-Pierre*, 538 F.Supp.3d at 213 ("Considering the risk that the class might have received no recovery if this case proceeded to trial, the proposed settlement is likely to be found to be a fair, adequate, and reasonable resolution of this case."); *In re Lupron Mktg. & Sales Practices Litig.*, 228 F.R.D. 75, 97 (D. Mass. 2005) (risks

related to proving damages class-wide weighed in favor of approving settlement); *Mongue v. Wheatleigh Corp.*, No. 18-cv-30095, 2023 WL 5435918, at *7 (D. Mass. Aug. 23, 2023) ("The risk and expense of continued litigation could outweigh any additional recovery Plaintiff might obtain from a litigated outcome.").

(iv) The Proposed Settlement Treats Class Members Equitably.

The settlement agreement must also treat class members equitably by providing that the relief available to individual class members "is determined in accordance with objective criteria and…is neither limited nor enhanced by" the relief afforded to other class members. *Bussie v. Allmerica Fin. Corp.*, 50 F.Supp.2d 59, 75 (D. Mass. 1999). Here, all terms of the proposed Settlement apply equally, without qualification or reservation, to each Settlement Class Member, ensuring that all members of the Settlement Classes benefit in the same manner and to the same extent from the Settlement. Moreover, awarding a 1.5X share of the Settlement Fund to members of both the Massachusetts Income-Based Settlement Class and the Massachusetts Race-Based Settlement Class ensures that these Settlement Class Members are fairly compensated for releasing two claims (both income-based and race-based claims). *See Moreno v. Capital Building Maintenance & Cleaning Servs., Inc.*, 2021 WL 178847, at *7 (N.D. Cal. May 5, 2021) (finding settlement reasonable where class members with additional claim received larger share of settlement); *George v. TRS Staffing Sols., Inc.*, 2010 WL 11519346, at * (C.D. Cal. Sept. 13, 2010) (finding settlement reasonable where "[p]ersons who are members of both classes will receive separate payments for membership in each class").

C. The Proposed Notice Satisfies Rule 23(e) and the Requirements of Due Process.

Rule 23(e)(1)(B) requires that the Court "direct notice in a reasonable manner to all class members who would be bound by the proposal" in the event it grants preliminary approval of the settlement and certifies a settlement class. Notice must be "reasonably calculated to reach the absent class members." *Reppert v. Marvin Lumber & Cedar Co., Inc.*, 359 F.3d 53, 56 (1st Cir. 2004) (citation omitted). Moreover, the notice must be "the best notice that is practicable under the circumstances," as required by Rule 23(c)(2)(B).

The Parties have agreed on a proposed Notice (Exhibit 3) and method of distributing the Notice which is the most effective method of distributing notice to the class, based on the amount of information SafeRent has on prospective class members and the steps the Settlement Administrator will take to verify class membership. *See* Section III.D.

The proposed Notice is reasonably calculated to apprise Settlement Class Members of the pendency of this action and their rights to object. The Notice sets forth the background of the case, recites the proposed class definitions, outlines the main terms of the proposed Settlement, explains to Settlement Class Members how to object to the Settlement, opt out from the Settlement, and the deadlines for doing so, and informs Settlement Class Members how they can obtain more information about the proposed Settlement. *See* Ex. 3; Section III.D. The Notice explains to Settlement Class Members how to submit the Claim Form, which will be attached to the Notice and available on the Settlement Website. *See* Ex. 3; Section III.D. The Notice also provides information about how a class member may opt out of the Settlement or object to the Settlement at the final approval hearing. *See* Ex. 3; Section III.D.

For these reasons, Plaintiffs respectfully request that this Court approve the Notice and hold that this settlement preliminarily satisfies the requirements of Rule 23(e).

V. CONCLUSION

For the foregoing reasons, Plaintiffs request that the Court enter an order: (1) conditionally certifying the Settlement Classes for settlement purposes; (2) appointing Mary Louis and Monica Douglas as Settlement Class Representatives and appointing undersigned counsel as Settlement Class Counsel; (3) appointing Epiq as Settlement Administrator; (4) approving the proposed Notice, including SafeRent's provision to the Settlement Administrator of identifying information for Settlement Class Members available in SafeRent's databases, and directing that the Notice be disseminated to the Settlement Classes by the Settlement Administrator; (5) setting a date ninety days from the date Notice is disseminated as the deadline for submission of any objections to the proposed Settlement; and (6) scheduling a fairness hearing on or after November 18, 2024—ninety days after the anticipated deadline for class members to object to the proposed Settlement.

Dated: March 28, 2024

Respectfully submitted,

/s/ Christine E. Webber
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document, filed through the CM/ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies shall be served by first class mail postage prepaid on all counsel who are not served through the CM/ECF system on March 28, 2024.

Dated: March 28, 2024 s/ *Christine E. Webber*

Exhibit 1

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release ("Agreement") is entered into by and between Mary Louis and Monica Douglas (the "Settlement Class Representatives"), on behalf of themselves and the Settlement Classes (as defined below), on one hand, and SafeRent Solutions, LLC ("SafeRent"), on the other hand (collectively the "Parties").

RECITALS

WHEREAS, the Settlement Class Representatives are plaintiffs in a putative class action in the United States District Court for the District of Massachusetts styled *Louis et al. v. SafeRent Solutions, LLC et al.*, Case No. 1:22-cv-10800 (the "Litigation");

WHEREAS, the Complaint and Amended Complaint filed in the Litigation assert putative class action claims against SafeRent for alleged violations of the Fair Housing Act, 42 U.S.C. §§ 3604 et seq. (the "FHA"), and Massachusetts law, M.G.L. ch. 151B § 4(5), (6), (10) ("Massachusetts Discrimination Law") and M.G.L. ch. 93A § 9 ("Massachusetts Consumer Protection Law"), arising out of use of the proprietary "SafeRent Score" to make rental housing decisions for applicants in Massachusetts holding publicly funded housing vouchers and applicants in Massachusetts holding publicly funded housing vouchers who are Black and/or Hispanic;

WHEREAS, SafeRent filed a motion to dismiss the Amended Complaint on October 27, 2022 on multiple grounds, including that SafeRent is not subject to liability under the FHA or state housing discrimination laws, which was supported by an amicus brief submitted by the Consumer Data Industry Association;

WHEREAS, the Plaintiffs opposed SafeRent's motion to dismiss, which was supported by a statement of interest submitted by the United States Department of Justice and the United States Department of Housing and Urban Development;

WHEREAS, the United States District Court for the District of Massachusetts granted in part and denied in part the motion to dismiss on July 26, 2023, dismissing the claims under M.G.L. ch. 93A, and leaving claims under the FHA and Massachusetts Discrimination Law for further litigation;

WHEREAS, the Parties and their counsel conducted arms-length settlement negotiations, including a full-day mediation session with the Honorable Diane M. Welsh (Ret.) on November 6, 2023, and extensive and hard-fought negotiations facilitated by Judge Welsh in the six weeks following;

WHEREAS, the Parties have each conducted an investigation of the facts and have analyzed the relevant legal issues with regard to the claims and defenses asserted in the Litigation;

WHEREAS, SafeRent denies that it engaged in any wrongdoing or that the claims asserted in the Complaint or Amended Complaint have merit;

WHEREAS, the Parties have considered the uncertainties of trial and any appeals and the benefits to be obtained by settlement and have considered the costs, risks, and delays associated

with the continued prosecution and defense of this complex and time-consuming litigation and the likely appeals of any rulings in favor of either the Settlement Class Representatives or SafeRent;

WHEREAS, the Parties now desire to resolve all claims of the Settlement Class Representatives and Settlement Classes against SafeRent that are asserted in the Litigation to avoid the uncertainty and expense of litigation;

WHEREAS, the Parties intend for this Agreement to supersede all other agreements between the Parties that may exist;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Settlement Class Representatives on behalf of themselves and the Settlement Classes, the Settlement Classes, and SafeRent, themselves and through their undersigned counsel, agree to settle the Litigation, subject to Court approval, under the following terms and conditions.

AGREEMENT

1. DEFINITIONS. Unless otherwise indicated or defined above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this Section use terms that are defined later in the Section.

1.1. "**Agreement**" means this Class Action Settlement Agreement and Release, including all amendments and Exhibits hereto.

1.2. "**Amended Complaint**" means the operative first amended class action complaint filed in the Litigation on August 26, 2022 (ECF No. 15).

1.3. "**Cash Payment**" means the amount to be paid to each Payment Eligible Settlement Class Member as set forth in Section 4.7.1 of this Agreement.

1.4. "**Claims**" means any and all actual or potential claims, counterclaims, actions, causes of action, liabilities, monetary relief, damages (whether actual, nominal, punitive, exemplary, statutory, or otherwise), injunctive relief, costs, fees, attorneys' fees, or penalties of any kind.

1.5. "**Claim Form**" means the form that Settlement Class Members must submit, either in paper form or electronically, to obtain a Cash Payment available through this Settlement, in substantially the form of **Exhibit E** attached hereto. The Claim Form shall require each Settlement Class Member to provide (1) the Settlement Class Member's name and contact information, such as mailing address, phone number, and/or email; and (2) either (a) documentation sufficient to show that the Settlement Class Member held a publicly funded housing voucher during the Relevant Period, or (b) a statement signed under penalty of perjury, which shall be provided in the Claim Form, attesting that the Settlement Class Member held a publicly funded housing voucher during the Relevant Period. If the Settlement Class Member does not provide documentation of the voucher, the Settlement Class Member must identify, if possible, the Public Housing Agency (PHA) that approved and/or issued the voucher and whether the voucher was a federally funded voucher (such as a Section 8 Housing Choice Voucher) or a state funded voucher, and must provide informed consent to the Settlement Administrator to allow the Settlement Administrator

to contact any relevant federal, state or local agencies, which would authorize the PHA, the Department of Housing and Urban Development (HUD), and/or the Massachusetts Executive Office of Housing and Livable Communities (EOHLC) to provide confirmation of the Settlement Class Member's voucher status to the Settlement Administrator; and (3) if the Settlement Class Member claims to be a member of the Massachusetts Race-Based Settlement Class, a statement signed under penalty of perjury that the Settlement Class Member identifies as Black or Hispanic. The Claim Form will contain language informing Settlement Class Members that, by submitting a Claim Form without documentation described in (2)(a) above, the Settlement Class Member is allowing the PHA, HUD, and/or the EOHLC to provide the Settlement Administrator with information about the Settlement Class Member's voucher status and allowing the Settlement Administrator to finally determine whether the Settlement Class Member is Cash Eligible based on the information, if any, provided by the PHA, HUD, and/or EOHLC.

1.6. "**Claims Submission Deadline**" means the date ninety (90) days after the date the Settlement Administrator first disseminates Notice pursuant to Section 4.2 of this Agreement, and is the deadline by which Settlement Class Members must submit a Claim Form to the Settlement Administrator in order for the claim to be considered valid, as set forth in Section 4.3.2 of this Agreement.

1.7. "**Class Representative Service Award**" means an amount not to exceed ten thousand dollars ($10,000.00) for each Mary Louis and Monica Douglas, to be awarded at the discretion of the Court and paid out of the Settlement Fund, which is intended to compensate the Settlement Class Representatives for their work in the Litigation and on behalf of the Settlement Classes.

1.8. "**Complaint**" means the original putative class action complaint filed in the Litigation on May 25, 2022 (ECF No. 1).

1.9. "**Court**" means the United States District Court for the District of Massachusetts.

1.10. "Credit Score" means a numerical value or categorization derived from a statistical tool or modeling system often used by a person who makes or arranges a loan to predict the likelihood of certain credit behaviors, including default. For the avoidance of doubt, a "Credit Score" includes a FICO score, a VantageScore, or similar score that is calculated based on information in a consumer's credit file at a consumer reporting agency (such as Equifax, Experian, or TransUnion) to represent the likelihood that someone will pay back money they borrow. For the avoidance of doubt, a Credit Score is not a Tenant Screening Score.

1.11. "**Effective Date**" means the date on which all of the following events have occurred: (a) the Court has entered both the Final Approval Order and the Judgment, *and* (b) either: (i) the time to appeal from the Judgment and all orders entered in connection with the Judgment has expired and no appeal has been taken; or (ii) if a timely appeal of the Judgment or any order entered in connection with the Judgment is taken and the Judgment and all orders entered in connection with the Judgment are not reversed in any way, the date on which the Judgment and all orders entered in connection with the Judgment are no longer subject to further direct appellate review.

1.12. "**Exclusion/Objection Deadline**" means the date ninety (90) days after the Settlement Administrator first disseminates Notice pursuant to Section 4.2 of this Agreement, and is the deadline by which Settlement Class Members must exclude themselves from the Settlement Classes or object to the Settlement, as set forth in Sections 4.4 and 4.6 of this Agreement.

1.13. "**Final Approval Hearing**" means the hearing(s) to be held by the Court, at least two hundred (200) days after the Preliminary Approval Order is entered, to consider and determine whether the proposed Settlement of the Litigation on the terms of this Agreement should be finally approved as fair, reasonable, and adequate, and whether both the Final Approval Order and Judgment should be entered. If there are any delays in the dissemination of Notice to the Classes, the Parties agree that they will request a later date for the Final Approval Hearing before the Notice goes out, to allow the notice and claims process to proceed as planned.

1.14. "**Final Approval Order**" means the order finally approving the Settlement and directing its consummation pursuant to its terms and conditions, approving the Releases, and dismissing the claims asserted by the Settlement Class Representatives against SafeRent in the Litigation with prejudice. The Final Approval Order shall be substantially in the form of **Exhibit B** attached hereto, subject to such non-substantive modifications as the Court may direct.

1.15. "**Judgment**" means the Judgment to be entered by the Court. The Judgment shall be substantially in the form of **Exhibit C** attached hereto, subject to such modifications as the Court may direct.

1.16. "**Litigation**" means the civil action styled *Louis et al. v. SafeRent Solutions, LLC et al.*, Case No. 1:22-cv-10800, currently pending in the Court.

1.17. "**Massachusetts Income-Based Settlement Class**" means all rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and the date of entry of the Preliminary Approval Order.

1.18. "**Massachusetts Race-Based Settlement Class**" means all Black and Hispanic rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and the date of the entry of the Preliminary Approval Order.

1.19. "**Notice**" means the notice of the terms of the proposed Settlement provided to Settlement Class Members in the manner contemplated by Section 4.2 of this Agreement that shall be provided to Settlement Class Members in the manner contemplated by Sections 4.2.1 and 4.2.2 of this Agreement. The Notice shall be substantially in the form of **Exhibit D** attached hereto.

1.20. "**Notice And Settlement Administration Costs**" means all fees, costs, and other expenses, without limitation, relating to the Settlement Administrator's implementation and administration of this Agreement.

1.21. "**Notice And Settlement Administration Costs Advance**" means an advance on the Notice And Settlement Administration Costs in the amount of $75,000 to be paid by SafeRent

to the Settlement Administrator within twenty (20) days after the date of entry of the Preliminary Approval Order, as provided in Section 2.5.2 of this Agreement.

1.22. "**Objector**" means a Settlement Class Member who objects to the Settlement pursuant to and consistent with the procedures laid out in Section 4.6 of this Agreement.

1.23. "**Order**" includes, as appropriate, the Preliminary Approval Order, the Final Approval Order, any orders relating to a Class Representative Service Award or any Settlement Class Counsel Attorneys' Fees And Costs Award, and the Judgment.

1.24. "**Parties**" means the Settlement Class Representatives, individually and in their capacities as representatives of the Settlement Classes, and SafeRent.

1.25. "**Payment Eligible**," when used in conjunction with "Settlement Class Member," "Massachusetts Income-Based Settlement Class," or "Massachusetts Race-Based Settlement Class," means a Settlement Class Member or member of the Massachusetts Income-Based Settlement Class or Massachusetts Race-Based Settlement Class who has submitted a valid Claim Form by the Claims Submission Deadline pursuant to Section 4.3.2 of this Agreement and has not sought to be excluded from the Settlement under the provisions of Section 4.4.

1.26. "**Preliminary Approval Order**" means the order finding that the Court will likely be able to approve this Agreement as fair, reasonable and adequate and therefore that notice of the Agreement should be provided to the Settlement Class; provisionally certifying the Settlement Classes for purposes of the settlement; provisionally appointing the Settlement Class Representatives as the representatives for the Settlement Classes; provisionally appointing Settlement Class Counsel as class counsel; staying further proceedings between the Parties in the Litigation and staying any litigation of the Released Claims by any member of the Settlement Classes pending final settlement approval; authorizing the Notice and method of distributing the Notice to the Settlement Classes, including SafeRent's provision to the Settlement Administrator of the identifying information for Settlement Class Members available in SafeRent's databases (*i.e.*, as available, addresses, phone numbers, email addresses, and full or partial social security numbers); and setting the date and time of the Final Approval Hearing. The Preliminary Approval Order shall be substantially in the form of **Exhibit A** attached hereto, subject to such modifications and the Court may direct.

1.27. "**Releases**" means the releases and covenants not to sue granted pursuant to Section 3.6 of this Agreement.

1.28. "**Released Claims**" means any Claims arising out of conduct that occurred as of the date this Settlement Agreement has been executed by all Parties relating to:

1.28.1. violations of the FHA, Massachusetts Discrimination Law, or Massachusetts Consumer Protection Law alleged in the Litigation;

1.28.2. any and all Claims asserted in the Litigation, or based on allegations identified in the Complaint or Amended Complaint; or

1.28.3. any and all claims made by voucher-holders for discrimination attributable to SafeRent Scores.

1.29. "**Released Parties**" means SafeRent Solutions, LLC, and each of its predecessors, successors (including without limitation acquirers of all or substantially all of its assets, stock, or other ownership interests), and assigns; the past, present, and future, indirect and direct, parents, subsidiaries, and affiliates; and the past, present, and future principals, trustees, partners, managers, officers, directors, employees, agents, attorneys, shareholders, advisors, predecessors, successors (including without limitation acquirers of all or substantially all of their assets, stock, or other ownership interests), assigns, representatives, heirs, executors, and administrators of any of the above.

1.30. "**Releasing Parties**" means the Settlement Class Representatives, all Settlement Class Members who have not timely and validly excluded themselves from the Settlement Class as set forth in Section 4.4 of this Agreement, and any person or entity claiming by, for, on behalf of, or through them.

1.31. "**Relevant Period**" means, for members of the Massachusetts Income-Based Settlement Class, the period beginning May 25, 2021 and ending on the date of entry of the Preliminary Approval Order, and for members of the Massachusetts Race-Based Settlement Class, the period beginning May 25, 2020 and ending on the date of entry of the Preliminary Approval Order.

1.32. "**SafeRent**" means SafeRent Solutions, LLC.

1.33. "**SafeRent Counsel**" means the law firm of Covington & Burling LLP.

1.34. "**SafeRent Score**" means the product sold by SafeRent to housing providers that uses rental applicant data and one of several proprietary scoring models to assign to the applicant a three-digit value or score and, based on that score and the score criteria provided to SafeRent by the housing provider, reports to the housing provider based on the housing provider's criteria whether the rental applicant's application should be "approved," "approved with conditions," or "declined."

1.35. "**Settlement**" means the full and final resolution of the Litigation and related claims effectuated by this Agreement.

1.36. "**Settlement Administrator**" means or refers to Epiq, if approved by the Court in the Preliminary Approval Order, which shall perform the services contemplated by Section 2 of this Agreement and such other reasonable services to efficiently effectuate this Agreement as agreed to by both Settlement Class Counsel and SafeRent or as approved by the Court.

1.37. "**Settlement Class Counsel**" means the law firm of Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center.

1.38. "**Settlement Class Counsel Attorneys' Fees And Costs Award**" means an amount not to exceed one million one hundred thousand dollars ($1,100,000.00), to be awarded at the discretion of the Court to Settlement Class Counsel.

1.39. "**Settlement Class Counsel Attorneys' Fees And Costs Award Cap**" means the maximum amount that Settlement Class Counsel agrees to seek as the Settlement Class Counsel Attorneys' Fees and Costs Award, *i.e.*, one million one hundred thousand dollars ($1,100,000.00).

1.40. "**Settlement Class Dedicated Compensation**" means one million one hundred and seventy five thousand dollars ($1,175,000.00) that SafeRent agrees to pay into the Settlement Fund, which shall be used to make Cash Payments to Payment Eligible Settlement Class Members, to pay the Notice And Settlement Administration Costs, and to pay any Class Representative Service Awards.

1.41. "**Settlement Classes**" means all members of the Massachusetts Income-Based Settlement Class and all members of the Massachusetts Race-Based Settlement Class.

1.42. "**Settlement Class Member**" means any person who is a member of the Massachusetts Income-Based Settlement Class or the Massachusetts Race-Based Settlement Class.

1.43. "**Settlement Class Potential Additional Compensation**" means the difference, if any, between the Settlement Class Counsel Attorneys' Fees And Costs Award awarded at the discretion of the Court and the Settlement Class Counsel Attorneys' Fees And Costs Award Cap. The Settlement Class Potential Additional Compensation, if any exists, is to be added to the Settlement Fund and distributed to Payment Eligible Settlement Class Members as provided in Section 4.7 of this Agreement.

1.44. "**Settlement Class Representatives**" means, collectively, Mary Louis and Monica Douglas, individually and in their capacities as representatives of the Settlement Classes.

1.45. "Settlement Class Spreadsheet" means the dataset to be exported from SafeRent's databases in connection with Section 4.2.1 of this Agreement, which shall contain the name, address, email (if any), telephone (if any), and full or partial social security number (if any) submitted to SafeRent in connection with an application for rental housing in Massachusetts between May 25, 2020 and the date of entry of the Preliminary Approval Order, for whom SafeRent generated a SafeRent Score and, on the basis of that SafeRent Score and the threshold that the housing provider set, recommended "decline" or "accept with conditions" on the application.

1.46. "**Settlement Fund**" means a Qualified Settlement Fund for which SafeRent will be a "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1) with respect to the amounts transferred, and for which the Settlement Administrator will be the "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the Settlement Fund, paying from the Settlement Fund any taxes owed by or with respect to the Settlement Fund, and applying with any applicable information reporting or tax withholding requirements imposed by Treasury Regulation § 1.468B-2(1)(2) or any other applicable law on or with respect to the Settlement Fund and in accordance with this Agreement.

1.47. "**Settlement Website**" means the website that shall be created for Settlement administration purposes by the Settlement Administrator in the manner contemplated by Section 4.2.2 of this Agreement.

1.48. "**Tenant Screening Score**" means any numerical score or rating created by SafeRent or any other tenant screening company based on information about an applicant for housing that is designed to represent an applicant's likelihood of certain rental behaviors, including lease default, and is used by a housing provider to determine whether the housing provider should rent to that applicant. For the avoidance of doubt, a Credit Score is not a Tenant Screening Score.

1.49. "**Total Settlement Consideration**" means the total amount payable by SafeRent to Payment Eligible Settlement Class Members under Section 4.7.1 of this Agreement, plus the Notice And Settlement Administration Costs, any Class Representative Service Awards, and any Settlement Class Counsel Attorneys' Fees And Costs Award, together not to exceed two million two hundred and seventy five thousand dollars ($2,275,000.00).

2. SETTLEMENT ADMINISTRATION.

2.1. Settlement Administrator. The Settlement Administrator shall administer various aspects of the Settlement as described in the Agreement.

2.2. Duties of Settlement Administrator. The duties of the Settlement Administrator, in addition to any other responsibilities that are described in this Agreement, shall include but are not limited to:

2.2.1. Serving notice as required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, within ten (10) days after the filing of the Motion for Preliminary Approval;

2.2.2. Securely maintaining all data provided to the Settlement Administrator in connection with this Settlement, including the data in the Settlement Class Spreadsheet;

2.2.3. Providing Notice to Settlement Class Members as set forth in this Agreement or as otherwise directed by the Court;

2.2.4. Establishing and maintaining the Settlement Website, which shall bear a URL that is subject to the Parties' approval, as a means for Settlement Class Members to obtain Notice and information about the Settlement;

2.2.5. Establishing and maintaining a toll-free telephone helpline to which Settlement Class Members may refer for information about the Litigation and Settlement;

2.2.6. Establishing and maintaining a system for collecting the submission of electronic Claim Forms that may be submitted to the Settlement Administrator through the Settlement Website;

2.2.7. Providing an address for (i) the submission of Claim Forms by mail to the Settlement Administrator and (ii) mailed requests for exclusion from Settlement Class Members;

2.2.8. Responding to inquiries related to the Litigation and Settlement from Settlement Class Members;

2.2.9. Processing and determining the validity of any requests for exclusion by Settlement Class Members;

2.2.10. Based on authorization in the Claim Form, contacting relevant agencies for confirmation of Settlement Class Members' voucher status;

2.2.11. Providing notice to Settlement Class Members of any deficiency in their Claim Forms, with direction on how to cure such deficiencies, as provided in Section 4.3.4;

2.2.12. Providing interim reports on request by Settlement Class Counsel or SafeRent Counsel and, within one hundred and forty five (145) days after the Settlement Administrator first disseminates notice, a final report to Settlement Class Counsel and SafeRent Counsel that summarizes the number of claims received from Settlement Class Members since the prior reporting period, the total number of claims received to date, the number of any claims accepted and denied since the prior reporting period, the total number of claims accepted and denied to date, and any other pertinent information requested by Settlement Class Counsel or SafeRent Counsel;

2.2.13. Providing interim reports on request by Settlement Class Counsel or SafeRent Counsel and, within one hundred and forty five (145) days after the Settlement Administrator first disseminates notice, a final report to Settlement Class Counsel and SafeRent Counsel that summarizes the number of requests for exclusion received from Settlement Class Members since the prior reporting period, the total number of exclusion requests received to date, the names and addresses of all Settlement Class Members who made a request for exclusion, and any other pertinent information requested by Settlement Class Counsel or SafeRent Counsel;

2.2.14. Providing interim reports on request by Settlement Class Counsel or SafeRent Counsel and, within one hundred and forty five (145) days after the Settlement Administrator first disseminates notice, a final report to Settlement Class Counsel and SafeRent Counsel that summarizes the number of notices mailed, the number returned undeliverable, the number of undeliverable notices for which new potential address information was obtained, the number of notices remailed, and any other pertinent information requested by Settlement Class Counsel or SafeRent Counsel;

2.2.15. No later than seven (7) days before the motion for final approval of this Settlement is due under Section 5.2 of this Agreement, preparing and submitting to Settlement Class Counsel and SafeRent Counsel a declaration to submit to the Court affirming its compliance with the notice (including CAFA notice) and settlement administration provisions of this Agreement, and identifying any Settlement Class Members who timely and validly requested exclusion from the Settlement Classes;

2.2.16. Reviewing, determining the validity of, and responding to all Claim Forms submitted;

2.2.17. Providing all information to SafeRent that SafeRent deems necessary before it can perform any of its obligations under this Agreement, including transferring any funds to the Settlement Administrator;

2.2.18. Processing and transmitting Cash Payments, either in paper or electronic form, to Settlement Class Members as provided in this Agreement;

2.2.19. Paying any invoices, expenses, taxes, fees, and other costs contemplated by this Agreement or required by law; and

2.2.20. Performing any other settlement administration-related functions reasonably necessary to efficiently effectuate this Agreement, with the consent of both Settlement Class Counsel and SafeRent Counsel, or as approved or ordered by the Court.

2.3. Confidentiality. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided in this Agreement, by Court order, or by written agreement of the Parties.

2.4. Cooperation. SafeRent and the Settlement Administrator shall reasonably cooperate in providing any statements or making any elections or filings necessary or required by applicable law for satisfying the requirements for qualification of the Settlement Fund as a Qualified Settlement Fund, including the relation-back election within the meaning of Treasury Regulation § 1.468B-1(j).

2.5. Payment of Notice And Settlement Administration Costs.

2.5.1. All Notice And Settlement Administration Costs, including all costs associated with providing notice to the appropriate state and federal government officials as may be required by the Class Action Fairness Act, shall be paid from the Settlement Fund. The Notice And Settlement Administration Costs shall be paid and deducted from the Total Class Consideration prior to distribution of Cash Payments to Payment Eligible Settlement Class Members, and shall not increase SafeRent's monetary obligations under this Agreement.

2.5.2. An advance on the Notice And Settlement Administration Costs shall be paid by SafeRent to the Settlement Administrator in the amount of $75,000 (the "Notice And Settlement Administration Costs Advance"), within twenty (20) days after the date of entry of the Preliminary Approval Order.

2.5.3. In the event this Agreement is not approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Approval Order or Judgment are reversed, vacated, or modified following any appeal, the Settlement Administrator shall return to SafeRent the Notice And Settlement Administration Costs Advance less any Notice and Settlement Administration Costs actually incurred.

3. SETTLEMENT TERMS.

3.1. Certification of the Settlement Classes.

3.1.1. Solely for the purposes of Settlement and the proceedings contemplated herein for effectuating the Settlement, the Parties stipulate and agree that the Court may (i) certify the Settlement Classes in accordance with the definitions contained in Sections 1.17, 1.18, and 1.41 of this Agreement; (ii) appoint Mary Louis and Monica Douglas as Settlement Class Representatives to represent the Settlement Classes for Settlement purposes; and (iii) appoint Settlement Class Counsel as counsel for the Settlement Classes. Certification of the Settlement Classes shall be effective and binding only with respect to the Settlement and Agreement.

3.1.2. It is expressly recognized and agreed that this stipulation as to the certification of the Settlement Classes and the appointment of Settlement Class Representatives and Settlement Class Counsel shall be of no force and effect and has no evidentiary significance outside of or beyond enforcing the terms of this Agreement. By entering this Agreement, SafeRent does not waive its right to challenge or contest the maintenance of any lawsuit against it as a class action or to oppose certification of any class other than the Settlement Classes in connection with the Settlement memorialized in this Agreement.

3.2. Financial Consideration for Settlement Classes.

3.2.1. Within thirty (30) days after the Effective Date, SafeRent shall transfer into the Settlement Fund the Settlement Class Dedicated Compensation plus the Settlement Class Potential Additional Compensation, if any, less the Notice And Settlement Administration Costs Advance.

3.2.2. The Notice And Settlement Administration Costs and any Class Representative Service Awards shall be paid exclusively from the Settlement Fund. Following payment of the Notice And Settlement Administration Costs and any Class Representative Service Awards, the remaining funds in the Settlement Fund shall be distributed to Payment Eligible Settlement Class Members as set forth in Section 4.7 of this Agreement.

3.2.3. SafeRent shall have no monetary obligation to Settlement Class Members or to the Settlement Administrator other than the obligations set forth in this Agreement.

3.3. Service Awards to Settlement Class Representatives.

3.3.1. The Parties agree that the Settlement Class Representatives may apply to the Court for Class Representative Service Awards, not to exceed ten thousand dollars ($10,000.00) each for Mary Louis and Monica Douglas. Any such motion, if filed, must be filed at the time the Parties file the motion for preliminary approval of the settlement. Any such motion shall be posted on the Settlement Website within two (2) business days after the Settlement Website becomes operational. Subject to Court approval, SafeRent agrees to pay from the Settlement Fund the Class Representative Service Award(s) in an amount awarded by the Court, provided that any such Award does not exceed ten thousand dollars ($10,000.00) each for Mary Louis and Monica Douglas.

3.3.2. The Settlement Class Representatives' entitlement, if any, to a Class Representative Service Award will be determined by the Court. The Settlement shall not be conditioned on Court approval of any Class Representative Service Award. In the event the Court declines any motion for a Class Representative Service Award or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties. The Settlement Class Representatives agree not to appeal denial of a motion for a Class Representative Service Award or an award in an amount that is less than requested.

3.3.3. Within forty-five (45) days after the Effective Date, the Settlement Administrator shall pay any Class Representative Service Award out of the Settlement Fund in accordance with instructions provided in writing by Settlement Class Counsel on any of Settlement Class Counsel's firm letterhead or by email from Settlement Class Counsel.

3.3.4. Any Class Representative Service Award shall be paid and deducted from the Settlement Fund, as set forth in Section 4.7.1 of this Agreement, and shall not increase SafeRent's monetary obligation under this Agreement.

3.4. Attorneys' Fees and Costs.

3.4.1. Settlement Class Counsel may file a motion with the Court requesting an award of attorneys' fees and costs in an amount not to exceed the Settlement Class Counsel Attorneys' Fees And Costs Award Cap (*i.e.*, one million one hundred thousand dollars ($1,100,000.00)), to be paid by SafeRent. Any such motion, if it is filed, must be filed at the time the Parties file the motion for preliminary approval of the settlement. Any such motion will be posted on the Settlement Website within two (2) business days after the Settlement Website becomes operational. Subject to Court approval, SafeRent agrees to pay the Settlement Class Counsel Attorneys' Fees And Costs Award in an amount awarded by the Court, provided that any such award does not exceed one million one hundred thousand dollars ($1,100,000.00).

3.4.2. Settlement Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses will be determined by the Court. The Settlement shall not be conditioned on Court approval of the Settlement Class Counsel Attorneys' Fees And Costs Award. In the event the Court declines any motion for Settlement Class Counsel Attorneys' Fees And Costs or awards less than the amount sought, but otherwise approves the Settlement, the remaining provisions of this Agreement will continue to be effective and enforceable by the Parties. Settlement Class Counsel agree not to appeal denial of a motion for Settlement Class Counsel Attorneys' Fees And Costs or an award in an amount that is less than requested.

3.4.3. Settlement Class Counsel shall have the sole and absolute discretion to allocate the attorneys' fees and costs among themselves. SafeRent shall have no liability or other responsibility for allocation of any such fees and costs awarded, and, in the event that any dispute arises relating to the allocation of fees, Settlement Class Counsel agree to hold SafeRent harmless from any and all such liabilities, costs, and expenses of such dispute.

3.4.4. Within seven (7) days of the later of (i) the Effective Date or (ii) the receipt by SafeRent of all tax forms and/or payment information reasonably requested by SafeRent,

SafeRent shall pay any Court-approved Settlement Class Counsel Attorneys' Fees And Costs Award in accordance with instructions provided in writing by Settlement Class Counsel on any of Settlement Class Counsel's firm letterhead or by email from Settlement Class Counsel.

3.4.5. In the event the Court denies a motion by Settlement Class Counsel for an award of attorneys' fees, costs, and/or expenses in connection with the Litigation, or awards less than the Settlement Class Counsel Attorney' Fees And Costs Award Cap (*i.e.*, one million one hundred thousand dollars ($1,100,000.00)), then the difference between the amount awarded by the Court and the Settlement Class Counsel Attorney' Fees And Awards Cap (*i.e.* the "Settlement Class Potential Additional Compensation"), shall be paid by SafeRent into the Settlement Fund as provided in Section 3.2.1 of this Agreement. For the avoidance of doubt, the total amount SafeRent shall be required to pay into the Settlement Fund, including payments to Payment Eligible Settlement Class Members, Settlement Class Representatives, and the Settlement Administrator, plus the amount the Court determines SafeRent shall pay to Settlement Class Counsel, shall not exceed the Total Settlement Consideration.

3.5. Practice Change Consideration for Settlement Classes.

3.5.1. In further consideration for the complete and final settlement of the Litigation, the Releases, and other promises and covenants set forth in this Agreement, and subject to the other terms and conditions of this Agreement, SafeRent agrees to comply with the following practices for a period of five (5) years beginning on the date that SafeRent certifies to Settlement Class Counsel that the changes described below have been made, provided that the obligations imposed by this Section 3.5 shall begin no later than the date that is twelve (12) months from the execution date of this Agreement.

3.5.2. For SafeRent customers who subscribe to or purchase the "affordable" SafeRent Score model (or any comparable SafeRent Score model SafeRent may in the future create) and use that model to process a rental application, SafeRent will not include a SafeRent Score or other Tenant Screening Score except as set forth in Section 3.5.5(ii)(1) on that tenant screening report provided in connection with that rental application, or an accept/decline recommendation based on any Tenant Screening Score, but will provide a report with underlying information.

3.5.3. For SafeRent customers who subscribe to or purchase the "market" SafeRent Score model or "no-credit" SafeRent Score model (or any comparable SafeRent Score models SafeRent may in the future create) and use that model to process a rental application, SafeRent shall require the customer to affirmatively certify that the rental applicant for whom they are requesting the "market" or "no-credit" model is not currently a recipient of any publicly-funded federal or state housing voucher in connection with the rental. If the customer does not affirmatively certify to SafeRent that the rental applicant for whom they are requesting the "market" or "no-credit" model is not currently a recipient of any publicly-funded federal or state housing voucher in connection with the rental, SafeRent will not include a SafeRent Score or other Tenant Screening Score except as set forth in Section 3.5.5(ii)(1) on that tenant screening report, or an accept/decline recommendation based on any Tenant Screening Score, but will provide a report with underlying information.

3.5.4. SafeRent shall provide training or instruction about the SafeRent Score to housing providers that will include an explanation of the difference between the "affordable" model and the "market" and "no-credit" models and will explain the changes to the SafeRent products and services that are encompassed in this Agreement.

3.5.5. Nothing in this Agreement or Settlement shall be construed to:

(i) require SafeRent to affirmatively investigate whether an applicant for rental housing from a housing provider that uses SafeRent's tenant screening service is seeking to use publicly funded federal or state housing vouchers, except as expressly provided in this Agreement; or

(ii) prohibit SafeRent from providing, in connection with a rental application subject to Section 3.5.2 or 3.5.3, a tenant screening report or information that may be obtained from public records or from a consumer reporting agency to a housing provider, except as expressly provided in the Agreement, so long as:

(1) the tenant screening report does not include a Tenant Screening Score from a third party or its own revised SafeRent Score model unless (a) that Tenant Screening Score has been found to be valid when used for voucher-holders by the National Fair Housing Alliance, unless Settlement Class Counsel and SafeRent mutually agree on another similar organization in the future, or (b) the third party has validated its Tenant Screening Score with an organization agreed to by Settlement Class Counsel and SafeRent, except that approval of the validating organization shall not unreasonably be withheld by Settlement Class Counsel if the entity is legitimate and reliable, and

(2) SafeRent affirmatively discloses as part of its report that this report was provided by a third party to SafeRent and identifies the third party; or

(iii) prohibit SafeRent from providing to a housing provider, in connection with a rental application subject to Section 3.5.2 or 3.5.3, a Credit Score that is offered by any third-party entity, such as but not limited to a FICO score or VantageScore, so long as SafeRent affirmatively discloses as part of its report that this was provided by a third party to SafeRent and identifies the third party.

3.6. Releases and Waivers of Rights.

3.6.1. Release by Releasing Parties. Upon entry of the Final Approval Order and accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted against SafeRent in the Litigation pursuant to this Settlement, the Releasing Parties shall be deemed to have released and forever discharged the Released Parties from any and all Released Claims.

3.6.2. Additional Releases and Representations by Settlement Class Representatives. The Settlement Class Representatives further agree to generally release the Released Parties from any Claims arising out of or in any way relating to any conduct that occurred as of the date of the execution of this Agreement.

3.6.3. Additional Representations by Settlement Class Counsel. Settlement Class Counsel certify that, as of the date of the execution of this Agreement, they (i) do not currently represent any client besides Settlement Class Representatives and Community Action Agency of Sommerville, Inc., with claims against SafeRent; (ii) are not aware of any other individual with active claims against SafeRent (excluding public litigation matters already pending against SafeRent); (iii) are not aware of any other entity with claims against or intending to assert claims against SafeRent (excluding public litigation matters already pending against SafeRent); (iv) do not presently intend to solicit any client to assert any claims against SafeRent; and (v) have not encouraged and will not encourage any Settlement Class Member to opt out of this Settlement, and, if asked by a Settlement Class Member for advice as to their specific circumstances, Settlement Class Counsel will use their professional judgment.

3.6.4. Waiver of Rights. The Settlement Class Representatives and each Settlement Class Member fully understand that, except as otherwise set forth herein, the facts upon which this Agreement is executed may be found hereafter to be other than or different from the facts now believed by the Settlement Class Representatives, the Settlement Class Members, Settlement Class Counsel, SafeRent, and SafeRent Counsel to be true, and expressly accept and assume the risk of such possible differences in facts and agree that the Agreement shall remain effective notwithstanding any such difference in facts. The Notice shall expressly advise Settlement Class Members of this waiver.

3.6.5. As to the Released Claims only, upon entry of the Final Order and accompanying Judgment, the Settlement Class Representatives and each Settlement Class Member expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any provisions similar to that provision, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY," as well as any and all provisions, rights, and benefits of any similar, comparable, or equivalent state, federal, or other law, rule, or regulation or the common law or equity. The Settlement Class Representatives and each Settlement Class Member may hereafter discover facts other than, different from, or in addition to those that he, she, or they know(s) or believe(s) to be true and, except as otherwise set forth herein, the Settlement Class Representatives and each Settlement Class Member hereby expressly waive and fully, finally, and forever settle, release, and discharge all known or unknown, suspected or unsuspected, contingent or non-contingent Released Claims as of the date of entry of the Preliminary Approval Order, and without regard to the subsequent discovery or existence of such other, different, or additional facts. The Settlement Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Final Approval Order and the Judgment to have acknowledged, that the waivers in this Section 3.6.5 were separately bargained for and are a material element of this Agreement.

3.6.6. The scope of the Releases and Waivers in this Section 3.6 is a material term of this Settlement and Agreement.

4. CLASS SETTLEMENT PROCEDURES.

4.1. Preliminary Approval. On or before March 28, 2024, Settlement Class Representatives and Settlement Class Counsel shall file with the Court a motion asking the Court to find that the Court will likely be able to approve this Agreement as fair, reasonable, and adequate and therefore that notice of the Agreement should be provided to the Settlement Class; provisionally certify the Settlement Classes for purposes of the Settlement; provisionally appoint the Settlement Class Representatives as the representatives for the Settlement Classes; provisionally appoint Settlement Class Counsel as counsel for the Settlement Classes; stay further proceedings between the Parties in the Litigation and any litigation of the Released Claims by any member of the Settlement Classes; set the date and time of the Final Approval Hearing; and enter the Preliminary Approval Order substantially in the form of **Exhibit A** hereto. For purposes of Settlement only, SafeRent will not oppose the certification of the Settlement Classes pursuant to Federal Rule of Civil Procedure 23(b)(2), 23(b)(3), or 23(e) or entry of the Preliminary Approval Order. Entry of the Preliminary Approval Order substantially in the form set forth in **Exhibit A** is a material term of this Agreement.

4.2. Settlement Class Notice. Subject to Court approval, the Parties agree that as soon as practicable, and no later than thirty (30) days after SafeRent provides to the Settlement Administrator and Settlement Class Counsel the Settlement Class Spreadsheet, the Settlement Administrator will provide the Settlement Classes with Notice of the proposed Settlement by the following methods:

4.2.1. Within seven (7) days of entry of the Preliminary Approval Order, SafeRent shall provide to the Settlement Administrator and Settlement Class Counsel in the form of the Settlement Class Spreadsheet the names and, if reasonably available to SafeRent, the full or partial Social Security numbers and last known addresses, emails, and telephone numbers of all applicants in Massachusetts who SafeRent assigned a SafeRent Score and, on the basis of that SafeRent Score and the threshold that the housing provider had set, recommended "decline" or "accept with conditions" on an application, between May 25, 2020 and the date of entry of the Preliminary Approval Order. SafeRent shall have no obligation beyond providing the Settlement Class Spreadsheet to attempt to identify, acquire, or report identifying or contact information for the Settlement Classes. The information provided shall only be used by the Settlement Administrator and Settlement Class Counsel for purposes of providing Notice to the Settlement Class and administering the claims process and not for any other purpose. The Settlement Administrator shall use this information, including using this information to obtain current and accurate contact information SafeRent does not possess, to send hardcopy Notices and/or email Notices and/or texts with links to the Settlement Website (if text notice is approved by the Court) to those individuals for whom SafeRent has provided information. The Settlement Administrator shall also search for updated contact information for Class Members as needed, including searching for updated contact information based on any mailings or emails that are returned as undeliverable. After conferring with Settlement Class Counsel, the Settlement Administrator may send additional mailings to potential class members, including but not limited to postcard reminders to any potential class members who have not submitted claims. SafeRent shall have the opportunity to approve in

advance any communications with Settlement Class Members provided in connection with Settlement Class Notice, including under this Section. If there is disagreement about nature or substance of any communication that the Parties cannot resolve themselves, the Parties shall ask the Court to resolve the disagreement.

4.2.2. Establishing a Settlement Website at a web address approved in writing by the Parties and dedicated to the Settlement, which shall contain (i) a Notice in substantially the same form as **Exhibit D** in both downloadable PDF format and HTML format; (ii) a Contact Information page that includes the address for the Settlement Administrator, the toll-free telephone helpline described in Section 2.2.5 of this Agreement, and addresses and telephone numbers for Settlement Class Counsel; (iii) a copy of the Agreement; (iv) the signed Preliminary Approval Order; and (v) a copy of the Claim Form in both downloadable PDF format and HTML format. While the Settlement Administrator shall have final authority over the design and operation of the Settlement Website, the Settlement Administrator shall permit Settlement Class Counsel and SafeRent Counsel to test operation of the Settlement Website and shall monitor and if necessary update and modify the Settlement Website to ensure that it performs reliably and consistent with the terms of this Agreement when accessed from all major Internet browsers (desktop and mobile) operating on all major operating systems (including Windows, MacOS, Android, and iOS). The Settlement Administrator shall add to the Settlement Website all other material filings by the Parties or the Court regarding the Settlement, including any motion by Settlement Class Counsel for an Attorneys' Fees And Costs Award or a Class Representative Service Award, the motion for final approval, and any Orders with respect to such applications and motions. The Settlement Website shall remain accessible until at least ninety (90) days after the Effective Date;

4.2.3. Establishing and maintaining a toll-free telephone helpline, which shall be posted on the Settlement Website, to which Settlement Class Members may refer for information about the Litigation and the Settlement Agreement. Those who call the toll-free helpline or who write to the Settlement Administrator may request a printed copy of the Notice and Claim Form, which the Settlement Administrator shall provide by first class mail. The toll-free helpline shall remain active until at least sixty (60) days after the Effective Date;

4.2.4. Providing notice as required by the Class Action Fairness Act, 28 U.S.C. § 1715.

4.2.5. The Court may require changes to the notice process without invalidating this Settlement provided that the material terms of the Settlement, including the scope of the Release and the total financial obligations imposed on SafeRent, are not altered by such changes.

4.3. Submission of Claims by Settlement Class Members.

4.3.1. Settlement Class Members will be provided an opportunity to submit electronically or by mail or email a Claim Form seeking a Cash Payment, paid by check or electronically, calculated in accordance with Section 4.7.1 of this Agreement. The Settlement Administrator will mail and/or email the Claim Form to those individuals who are sent the Notice pursuant to Section 4.2.1, with pre-paid return postage and an envelope to submit a hardcopy Claim Form, or for email notice, a link to the Settlement Website. The Claim Form will be available on the Settlement Website, and the Settlement Administrator shall ensure that the Claim Form can be

filled out and signed electronically. For Claim Forms submitted online, the Settlement Class Member shall have the opportunity to upload documentation supporting the validity of the Claim Form through image files (*e.g.*, jpg, tif, pdf), or to forward emails from any federal, state, or local agency or housing authority supporting the validity of the Claim Form.

4.3.2. To be valid and/or considered for payment, a Claim Form must be completed and signed (either by physical or electronic signature or by affirmation) as detailed herein, and either (i) submitted online at the Settlement Website no later than ninety (90) days after the Settlement Administrator first disseminates Notice, or (ii) mailed to the Settlement Administrator at the address specified in the Claim Form and provided on the return envelope sent with the Notice and Claim Form, and postmarked no later than ninety (90) days after the date the Settlement Administrator first disseminates Notice (together the "Claims Submission Deadline"). Claim Forms will not be considered for payment if they are submitted online or postmarked after the Claims Submission Deadline. A Claim Form will be deemed to have been submitted when posted if received with a postmark date indicated on the envelope, mailed first-class postage prepaid, and addressed in accordance with the instructions. If necessary, the Parties will work cooperatively to request any Court extensions to the timeline for seeking final approval of this Settlement or making Cash Payments to Payment Eligible Settlement Class Members that are reasonably needed to validate Claim Forms based on the time it takes for any federal, state, or local agency or housing authority to verify the voucher status of any Settlement Class Members who have submitted Claim Forms, but these extensions, if any, shall not affect the deadlines for submitting a Claim Form, requesting exclusion pursuant to Section 4.4, or objecting to the Settlement under Section 4.6.

4.3.3. The Settlement Administrator shall in no case approve more than one (1) claim per Settlement Class Member. If a Settlement Class Member for any reason submits multiple Claim Forms, that Class Member shall be approved for only one (1) claim.

4.3.4. The Settlement Administrator shall be responsible for reviewing, determining the validity of, and responding to all Claim Forms submitted pursuant to this Agreement. The Settlement Administrator shall use adequate and customary procedures and standards to prevent the payment of fraudulent claims and pay only valid claims. The Settlement Administrator will include a "cure" process so that a Settlement Class Member who submits a timely Claim Form that is deficient in some way is given notice of the deficiency and the chance to cure such deficiency, so long as such cured Claim Form is received by the Settlement Administrator no later than one hundred and thirty-five (135) days after the Notice was first disseminated. The Settlement Administrator will approve Claim Forms and issue payment based upon the terms and conditions of the Agreement and may reject claims that are invalid or evidence waste, fraud, or abuse. The determination of the validity of all claims shall occur within one hundred and forty-five (145) days of the date the Settlement Administrator first disseminates Notice. All Claim Forms that the Settlement Administrator deems untimely or that the Settlement Administrator, after the Settlement Class Member has been given an opportunity to "cure" the Claim Form, continues to deem invalid shall be identified and presented to Settlement Class Counsel and SafeRent Counsel, who shall meet-and-confer over the validity and timeliness of any claim within one hundred and fifty-two (152) days of the date the Settlement Administrator first disseminates Notice. If Settlement Class Counsel and SafeRent Counsel cannot agree whether a claim is valid and timely, then the Settlement Administrator shall determine whether a claim is

valid and timely. Any challenge to the Settlement Administrator's determination that a claim is invalid or untimely must be presented to the Court in time for such challenge to be resolved at the Final Approval Hearing; otherwise, the claim shall be deemed invalid.

4.3.5. Within one hundred and fifty-nine (159) days of the date the Settlement Administrator first disseminates Notice, the Settlement Administrator shall attempt to contact the Settlement Class Member whose claim was denied to state the reasons for denial using the contact information provided by the Settlement Class Member on the Claim Form.

4.3.6. No person or entity shall have any claim against the Settlement Class Representatives, SafeRent, Settlement Class Counsel, SafeRent Counsel, or the Settlement Administrator based on any determination regarding the validity of a Claim Form or the distributions or awards made in accordance with this Agreement and the Exhibits hereto.

4.4. Requests for Exclusion. The Notice shall inform Settlement Class Members that they may exclude themselves from the Settlement Classes by mailing to the Settlement Administrator a written request for exclusion that is postmarked no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the Settlement Administrator first disseminates Notice. To be effective, the request for exclusion must include (a) the Settlement Class Member's full name and contact information (telephone number, email, and/or mailing address); (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Classes; (c) an unequivocal reference by name of the Litigation, *e.g.*, "*Louis v. SafeRent*, Case No. 1:22-cv-10800"; and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Classes and shall not be entitled to any benefits of this Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and SafeRent Counsel. A list of Settlement Class Members who have timely and validly excluded themselves from the Settlement Classes pursuant to this Section 4.4 shall be attached to the Final Approval Order or otherwise recorded by the Court. The Settlement Administrator shall compare the list of Class Members requesting exclusion to the list of Class Members who have submitted claims, and if any Class Member is on both lists, the Settlement Administrator shall contact that Class Member for clarification as to whether that Class Member wishes to be excluded or included in the Settlement Class. If no response to the Settlement Administrator's outreach is received within fourteen (14) days clarifying that Class Member's intention, then that Class Member shall be deemed included in the Settlement Class.

4.5. SafeRent's Right to Terminate Based on Exclusions. In the event that more than fifty (50) members of the Settlement Class submit valid and timely requests for exclusion from the Settlement, SafeRent will have the option to void the Settlement *ab initio* by, within ten (10) business days after receiving notice that the number of timely and valid exclusions exceeds fifty (50), giving notice to Settlement Class Counsel that SafeRent is terminating and rescinding this Agreement and voiding the Settlement *ab initio*. In the event of termination, the Litigation will

recommence at the procedural posture it was in at the time the Parties notified the Court that a private mediation date had been set, and the Parties will seek a status conference to set a discovery and litigation schedule within fourteen (14) business days after SafeRent's notice of termination.

4.6. Objections. The Notice shall inform Settlement Class Members that, if they do not request exclusion from the Settlement Classes, they have the right to object to the proposed Settlement only by complying with the objection provisions set forth in this Section 4.6 of this Agreement. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members and shall have voluntarily waived their right to pursue any independent remedy against the Released Parties. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the Notice is first mailed. To be effective, an objection must (a) include an unequivocal reference to the case name and number of the Litigation, *e.g.*, "*Louis v. SafeRent*, Case No. 1:22-cv-10800"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature or the signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented or counseled in any degree by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either personally or through counsel. If the Objector or the Objector's attorney intends to call witnesses or present evidence at the Final Approval Hearing, the objection must in addition to the requirements above contain the following information: (a) a list identifying all witnesses whom the Objector may call at the Final Approval Hearing and all known addresses and phone numbers for each witness, together with a reasonably detailed report of the testimony the witness will offer at the hearing; and (b) a detailed description of all other evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

4.7. Distribution of Cash Payments.

4.7.1. Within forty-five (45) days after the Effective Date, the Settlement Administrator shall deduct from the Settlement Fund any Notice And Settlement Administration Costs and pay any Class Representative Service Awards ordered by the Court and then, from the funds remaining in the Settlement Fund, make Cash Payments to Payment Eligible Settlement Class Members as follows:

4.7.1.1. Each Payment Eligible Settlement Class Member shall receive a share of the remaining Settlement Fund as follows: Members of the Massachusetts Income-Based Settlement Class only or the Massachusetts Race-Based Settlement Class only shall receive a 1X share of the Settlement fund, and Members of both the Massachusetts Income-Based Settlement Class and the Massachusetts Race-Based Settlement Class shall receive a 1.5X share. For example, if 400 Payment Eligible Settlement Class Members of only the Income-Based Class

or only the Race-Based Class and 400 Payment Eligible Settlement Class Members of both the Income- and Race-Based Classes file valid claims, and there is $1,000,000 remaining in the Settlement Fund, each Payment Eligible Settlement Class Member of only the Income-Based Class or only the Race-Based Class would receive $1,000, and each Payment Eligible Settlement Class Member of both the Income- and Race-Based Classes would receive $1,500. Subject to the Court's approval, Settlement Class Members shall indicate on the Claim Form whether they wish to receive their settlement payment in a single-lump sum payment or spread in equal parts across two years.

4.7.2. By default, Cash Payments for Payment Eligible Settlement Class Members shall be paid by check with an appropriate legend to indicate that the check is from the Settlement, and mailed to the address provided on the Claim Form submitted by the Class Member. The Settlement Administrator shall also allow Payment Eligible Settlement Class Members to elect to receive their Cash Payment by direct bank deposit or electronic transfer (*e.g.*, PayPal, Venmo) and, if such election is made in the form provided by the Settlement Administrator, shall make the Cash Payment to the Payment Eligible Settlement Class Member through the method so elected.

4.7.3. Checks mailed to Payment Eligible Settlement Class Members shall be valid for one hundred eighty (180) days after issuance. The Settlement Administrator will make reasonable efforts to make contact with and/or locate the proper address for any intended recipient of a Cash Payment whose check is returned by the Postal Service as undeliverable, and will re-mail it to the updated address so long as the updated address is obtained before the expiration of the 180-day period. If a settlement check is not cashed within the 180-day period, the Settlement Class Member shall not be entitled to any further payment under the Settlement. The amount of any settlement checks that are not cashed during this 180-day period shall be distributed in a manner mutually agreeable to the Parties, Settlement Class Counsel, and SafeRent Counsel (for example, through a second distribution to Payment Eligible Settlement Class Members if economically feasible, or through a *cy pres* distribution), subject to the approval of the Court. In no event shall any uncashed amounts after distribution revert to SafeRent.

4.7.4. No deductions for taxes will be taken from any Cash Payment at the time of distribution. Settlement Class Members are responsible for paying all taxes due on such Cash Payments. Under no circumstance shall SafeRent be held liable for any tax payments with respect to the Cash Payments. All Cash Payments shall be deemed to be paid solely in the year in which such payments are actually issued. Neither Settlement Class Counsel nor SafeRent Counsel purport to provide legal advice on tax matters. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any federal or state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or entity for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

4.8. No Further Confirmatory Discovery. The Parties exchanged information through informal discovery in connection with the November 6, 2023 mediation and settlement talks thereafter, which information was also provided to the mediator, Judge Welsh (ret.). Settlement Class Representatives and SafeRent represent and warrant that all of the information they or their counsel provided in connection with the mediation and settlement negotiations is true and correct based on information reasonably available and to the best of their knowledge. SafeRent is not required to provide any additional discovery, whether formal or informal, to the Settlement

Class Representatives, the Settlement Classes, or Settlement Class Counsel, beyond the information provided to the Settlement Administrator pursuant to Section 4.2.1.

4.9. Finality. The Settlement shall become final and effective on the Effective Date.

5. FINAL JUDGMENT AND RELEASES.

5.1. Actions to Obtain Approval of this Agreement. The Parties agree to use their best efforts to obtain approval of the Settlement and entry of the Orders contemplated herein, including without limitation certification of the Settlement Classes and the entry of the Preliminary and Final Approval Orders, and shall do nothing inconsistent therewith.

5.2. Final Approval Order and Judgment. The Settlement is contingent on entry of a Final Approval Order approving the terms and conditions of this Agreement, and Judgment thereon. No earlier than one hundred and fifty-five (155) days and no later than one hundred and sixty-five (165) days after the Settlement Administrator first distributes Notice to the Settlement Class, the Settlement Class Representatives and Settlement Class Counsel shall submit to the Court a motion for entry of a Final Approval Order substantially in the form of **Exhibit B** attached hereto.

5.3. Effect of Agreement if Settlement Is Not Approved. This Agreement is entered into only for the purpose of Settlement. In the event that certification of the Settlement Classes, preliminary or final approval of the Settlement, or any other order necessary to effectuate this Settlement is denied, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Releases set forth in Section 3.6 herein, or to impose greater or lesser financial or other burdens on SafeRent than those contemplated in this Settlement, then this Settlement shall be void *ab initio*, shall have no force or effect, and shall impose no obligations on the Parties except that the Parties (i) will be prohibited from using this Settlement and any settlement and mediation communications as evidence in the Litigation and (ii) agree to cooperate in asking the Court to set a reasonable schedule for the resumption of the Litigation; and (iii) the Settlement Administrator will be paid from the advance made by SafeRent for any work completed, and the balance of the advance will be returned to SafeRent. The intent of the previous sentence is that, in the event that a necessary approval is denied, the Parties will revert to their positions immediately before the execution of this Agreement, and the Litigation will resume without prejudice to any party. In the event of such a reversion, the Parties agree that no class will be deemed to have been certified, and that the proposed or actual certification of any settlement class will not be urged or considered as a factor in any subsequent litigation over the certification of a litigation class or classes, and that no Claims have been released.

5.4. Dismissal. Upon entry of the Final Approval Order and accompanying Judgment, except as to any Settlement Class Members who have validly and timely requested exclusion, all Claims by Settlement Class Representatives and Settlement Class Members against SafeRent in the Amended Complaint shall be dismissed with prejudice pursuant to this Settlement. Dismissal with prejudice is a material term of this Settlement.

6. ADDITIONAL PROVISIONS.

6.1. No Admission of Liability or Wrongdoing. This Agreement reflects the compromise and settlement of disputed claims among the Parties. Its constituent provisions, and

any and all drafts, communications, and discussions relating thereto, shall not be construed as, used for, or deemed to be evidence of an admission or concession of any point of fact or law by any person or entity, including SafeRent, and shall not be offered or received in evidence or requested in discovery in this Litigation or any other litigation or proceeding as evidence of an admission or concession. SafeRent has denied and continues to deny each of the claims and contentions alleged by the Settlement Class Representatives in the Litigation. SafeRent has asserted and continues to assert defenses thereto, and SafeRent has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Complaint and Amended Complaint.

6.2. Fair, Adequate and Reasonable Settlement. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Parties' claims and defenses in the Litigation and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement was reached after negotiations that included a daylong mediation conducted by the Honorable Diane M. Welsh (ret.).

6.3. Stay and Bar of Other Proceedings. Pending determination of whether the Settlement should be granted final approval, the Parties agree not to pursue any claims or defenses against each other otherwise available to them in the Litigation. No Settlement Class Member, either directly, on a representative basis, or in any other capacity, may commence or prosecute any action or proceeding against any of the Released Parties asserting any of the Released Claims, pending final approval of the Settlement; nor shall any third party do so on their behalf.

6.4. Authorization. Each person executing this Settlement Agreement on behalf of any Party hereto represents and warrants that such person has the authority to do so, subject to applicable court approval. Any person executing this Settlement Agreement on behalf of a corporate signatory hereby warrants and promises for the benefit of all Parties that such person is duly authorized by such corporation to execute this Agreement.

6.5. Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

6.6. Binding On Successors. This Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

6.7. Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

6.8. Construction and Interpretation. The Parties waive the application of any applicable law, regulation, holding, or rule of construction providing that ambiguities in an agreement shall be construed against the party drafting such agreement.

6.9. Continuing Jurisdiction. The Court shall retain continuing and exclusive jurisdiction over the Parties to this Agreement for the purpose of administration and enforcement

of the Agreement for a period of five years from the date SafeRent confirms it has made the practice changes outlined in Section 3.5. Any dispute, challenge, question, or the like relating to the Settlement or this Agreement may be heard by this Court.

6.10. Merger and Integration. This Agreement (including the Recitals to this Agreement, which are contractual in nature and form a material part of this Agreement) constitutes the exclusive embodiment of the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior agreements between the Parties (including but not limited to the Memorandum of Settlement executed on December 22, 2023 between SafeRent, SafeRent's Counsel, and Settlement Class Counsel). This Agreement is entered without reliance on any promise or representation, written or oral, between the Parties or their counsel other than those expressly contained herein.

6.11. Modifications and Amendments. This Agreement may not be amended except by a writing signed by the Parties or a duly authorized representative of each of the Parties hereto and, where required, approval of the Court.

6.12. Governing Law. This Agreement shall be governed by and interpreted in accordance with federal law and the laws of the Commonwealth of Massachusetts without regard to any conflicts of laws principles.

6.13. Headings. The various headings used in this Agreement are solely for the convenience of the Parties and shall not be used to interpret this Agreement.

6.14. Exhibits. Exhibits to this Agreement constitute material parts of this Agreement and are incorporated by reference herein.

6.15. Effect of Weekends and Holidays. If any date or deadline in this Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

6.16. Execution Date. This Agreement shall be deemed executed on March 28, 2024.

6.17. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, each of the signatories below has read and understood this Agreement, has executed it, and represents that they are authorized to execute the Agreement on behalf of any Party or Parties they represent, that Party or Parties having agreed to be bound by the terms and enter into this Agreement.

Agreed to by:

Mary Louis Date
For herself and as
Settlement Class Representative

DocuSigned by:
Benjamin Brooks Price II 3/27/2024
B04DEE0E36E542E...
Benjamin Brooks Price II Date
For SafeRent Solutions, LLC

Monica Douglas Date
For herself and as
Settlement Class Representative

DocuSigned by:
3/27/2024
E801D0359E01496...
Andrew Soukup Date
Counsel for SafeRent Solutions, LLC

Christine E. Webber Date
Counsel for Settlement Class Representatives and the Settlement Classes

Brian Corman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Todd S. Kaplan Date
Counsel for Settlement Class Representatives and the Settlement Classes

Stuart T. Rossman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Agreed to by:

DocuSigned by:
3/26/2024
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Mary Louis Date
For herself and as
Settlement Class Representative

Benjamin Brooks Price II Date
For SafeRent Solutions, LLC

Monica Douglas Date
For herself and as
Settlement Class Representative

Andrew Soukup Date
Counsel for SafeRent Solutions, LLC

Christine E. Webber Date
Counsel for Settlement Class Representatives and the Settlement Classes

Brian Corman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Todd S. Kaplan Date
Counsel for Settlement Class Representatives and the Settlement Classes

Stuart T. Rossman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Agreed to by:

Mary Louis Date
For herself and as
Settlement Class Representative

Benjamin Brooks Price II Date
For SafeRent Solutions, LLC

DocuSigned by:
Monica Douglas
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3/27/2024

Monica Douglas Date
For herself and as
Settlement Class Representative

Andrew Soukup Date
Counsel for SafeRent Solutions, LLC

Christine E. Webber Date
Counsel for Settlement Class Representatives and the Settlement Classes

Brian Corman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Todd S. Kaplan Date
Counsel for Settlement Class Representatives and the Settlement Classes

Stuart T. Rossman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Agreed to by:

Mary Louis Date
For herself and as
Settlement Class Representative

Benjamin Brooks Price II Date
For SafeRent Solutions, LLC

Monica Douglas Date
For herself and as
Settlement Class Representative

Andrew Soukup Date
Counsel for SafeRent Solutions, LLC

DocuSigned by:
Christine E. Webber
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3/28/2024 | 7:28 AM PDT

Christine E. Webber Date
Counsel for Settlement Class Representatives
and the Settlement Classes

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3/28/2024 | 7:29 AM PDT

Brian Corman Date
Counsel for Settlement Class Representatives
and the Settlement Classes

DocuSigned by:
Todd Kaplan
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3/28/2024 | 8:50 AM PDT

Todd S. Kaplan Date
Counsel for Settlement Class Representatives
and the Settlement Classes

Stuart T. Rossman Date
Counsel for Settlement Class Representatives
and the Settlement Classes

Agreed to by:

Mary Louis Date
For herself and as
Settlement Class Representative

Benjamin Brooks Price II Date
For SafeRent Solutions, LLC

Monica Douglas Date
For herself and as
Settlement Class Representative

Andrew Soukup Date
Counsel for SafeRent Solutions, LLC

Christine E. Webber Date
Counsel for Settlement Class Representatives and the Settlement Classes

Brian Corman Date
Counsel for Settlement Class Representatives and the Settlement Classes

Todd S. Kaplan Date
Counsel for Settlement Class Representatives and the Settlement Classes

/s/ Stuart T. Rossman 3/28/24
Stuart T. Rossman Date
Counsel for Settlement Class Representatives and the Settlement Classes

DocuSigned by:
Shennan Kavanagh
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3/28/2024 | 7:30 AM PDT

Shennan Kavanagh Date
Counsel for Settlement Class Representatives and the Settlement Classes

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Ariel Nelson
5DBFFDE137C5416...

3/28/2024 | 7:32 AM PDT

Ariel C. Nelson Date
Counsel for Settlement Class Representatives and the Settlement Classes

Exhibit A

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, ON BEHALF OF THEMSELVES AND SIMILARLY SITUATED PERSONS, AND COMMUNITY ACTION AGENCY OF SOMERVILLE, INC., Plaintiffs, v. SAFERENT SOLUTIONS, LLC AND METROPOLITAN MANAGEMENT GROUP, LLC, Defendants.	Civil Action No. 1:22-CV-10800-AK

[PROPOSED] ORDER CERTIFYING THE CLASSES FOR SETTLEMENT PURPOSES AND DIRECTING NOTICE OF SETTLEMENT TO THE CLASSES

This matter comes before the Court on Plaintiffs' Unopposed Motion to Certify the Classes for Settlement Purposes and Direct Notice to the Settlement Classes (the "Motion"). After review and consideration of the parties' Class Action Settlement Agreement and Release (the "Agreement"), the papers filed in support of the Motion, including the Welsh Declaration and the proposed form of Notice to be disseminated to the Settlement Classes, and all prior proceedings in this action, the Court hereby FINDS, CONCLUDES, and ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

2. The Court finds that this action is maintainable as a class action because the prerequisites of Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) are met, for the reasons set forth in Plaintiffs' Memorandum. The Court therefore conditionally certifies, for settlement purposes

only, the following "Settlement Classes" as defined in the Agreement:

> All rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Income-Based Settlement Class");
>
> All Black and Hispanic rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Race-Based Settlement Class").

3. Certification of the Settlement Classes is for settlement purposes only, and is without prejudice to the parties in the event the Settlement is not finally approved by this Court or does not otherwise take effect.

4. For the reasons set forth in Plaintiffs' Memorandum, the Court finds that it will likely be able to approve the proposed Settlement set forth in the Agreement as fair, reasonable, and adequate, pursuant to Fed. R. Civ. P. 23(e)(2). The Court specifically finds that the Settlement is the product of arms' length negotiations between competent counsel, reached with the aid of an experienced professional mediator, and comes after adequate investigation of the facts and legal issues by Plaintiffs and Defendant SafeRent. The Court further preliminarily finds that the relief provided in the Settlement to the Settlement Classes is adequate, taking into account, among other things, the costs, risks, and delay of trial and appeal, and the proposed method of distributing compensation to the Settlement Classes; and that the Settlement treats Settlement Class Members equitably relative to one another.

5. The Court finds that Mary Louis and Monica Douglas have adequately represented and will continue to adequately represent the Settlement Classes, and therefore

appoints Ms. Louis and Ms. Douglas as the Settlement Class Representatives for both Settlement Classes.

6. The Court finds that Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center have adequately represented, and will continue to adequately represent the Settlement Classes, and therefore appoints those law offices as Settlement Class Counsel.

7. The Court appoints Epiq as Settlement Administrator and directs Epiq to carry out all of the duties and responsibilities of Settlement Administrator as specified in the Agreement and this Order. All reasonable and necessary costs incurred by the Settlement Administrator will be paid exclusively as set forth in the Agreement.

8. The Court finds that there are grounds to issue Notice to all Settlement Class Members. The Court has reviewed the proposed Notice and the proposed method for distributing the Notice and concludes that such Notice constitutes the best notice practicable under the circumstances to the Settlement Classes and satisfies Rule 23(e) and due process, including by providing Settlement Class Members with sufficient information to enable them to make informed decisions as to the right to object or opt out of the Settlement, and hereby orders Settlement Class Counsel, SafeRent, and the Settlement Administrator to effectuate Notice of the Settlement as set forth in Section 4.2 of the Agreement.

9. The Court orders SafeRent to provide the names and, if reasonably available to SafeRent, the full or partial Social Security numbers, last known addresses, emails, and telephone numbers of all applicants for housing in Massachusetts who SafeRent assigned a SafeRent Score and, on the basis of that SafeRent Score and the threshold that the housing provider had set, recommended “decline” or “accept with conditions” on an application, between

May 25, 2020 and the date of entry of this Order.

10. The parties may hereafter agree to non-material changes to the notice plan, including to the form and content of the Notice, without seeking further approval of the Court.

11. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on November 18, 2024 at the United States District Court for the District of Massachusetts for the following purposes:

a. To determine whether the proposed Settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

b. To determine whether a final judgment should be entered dismissing the claims of the Settlement Classes with prejudice, as required by the Settlement;

c. To consider the application by Settlement Class Counsel for an award of attorney's fees and costs, and the application for service awards to the Settlement Class Representatives; and

d. To rule upon other such matters as the Court may deem appropriate.

This date, time, and place of the Final Approval Hearing shall be included in the settlement Notice to the Settlement Classes. If, however, the date and/or time of Final Approval Hearing is changed, notice of the change need only be posted by the Court on the case docket and by the Settlement Administrator on its case-related website.

12. If a Settlement Class Member chooses to opt out of the settlement, that Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator that complies with the provisions set forth in Section 4.4 of the Agreement. The request for exclusion must be postmarked on or before the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after Notice is disseminated. To be effective, the request for exclusion must include (a) the

Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Classes; (c) an unequivocal reference by name of the Litigation, *e.g.*, "*Louis v. SafeRent*, Case No. 1:22-cv-10800"; and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf.

13. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Classes and shall not be entitled to any benefits of the Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and SafeRent Counsel.

14. Any Class Member who wishes to be heard at the Final Approval Hearing, and/or who wishes for any objection to be considered, must comply with the objection provisions set forth in Section 4.6 of the Agreement. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the Notice is first mailed. To be effective, an objection must (a) include an unequivocal reference to the case name and number of the Litigation, *e.g.*, "*Louis v. SafeRent*, Case No. 1:22-cv-10800"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature or the

signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented or counseled in any degree by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either personally or through counsel.

15. If the Objector or the Objector's attorney intends to call witnesses or present evidence at the Final Approval Hearing, the objection must in addition to the requirements above contain the following information: (a) a list identifying all witnesses whom the Objector may call at the Final Approval Hearing and all known addresses and phone numbers for each witness, together with a reasonably detailed report of the testimony the witness will offer at the hearing; and (b) a detailed description of all other evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

16. Settlement Class Counsel or SafeRent Counsel may notice the deposition of the Objector and seek the production of documents and tangible things relevant to the Objector's objection on an expedited basis. Any objections to the scope of a deposition notice or a request to produce documents or other tangible things issued or served in connection with this provision shall be brought before the Court for resolution on an expedited basis.

17. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of the Settlement or this Order will waive and forfeit any and all

rights he, she, or it may have to object to the Settlement and/or to appear and be heard on said objection at the Final Approval Hearing. Failure to object waives a Settlement Class Member's right to appeal the Final Approval Order.

18. Other than such proceeding as are necessary to carry out the terms of the Settlement and this Order, all other deadlines set in this Action involving claims between the parties to the Settlement shall be suspended and all proceedings in this Action other than to effectuate the Settlement shall be stayed.

19. If the Court for any reason does not finally approve the Settlement or enter Judgment, or if any other order necessary to effectuate the Settlement is denied, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Releases set forth in the Agreement or to impose greater or lesser financial or other burdens on SafeRent than those contemplated in the Agreement, then the Settlement shall be void *ab initio*. SafeRent shall also have the right to terminate the Settlement if the number of timely and valid opt-outs exceeds fifty (50).

20. This Preliminary Approval Order, the Settlement, and all negotiations, statements, agreements, and proceedings relating to the Settlement shall not constitute or be offered or received against SafeRent or the other Released Parties as evidence of an admission of the truth of any fact alleged by any Plaintiff in this action or any liability, fault, or wrongdoing of SafeRent or the Released Parties; or that this or any other action may be properly certified as a class action for litigation, non-settlement purposes.

21. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement.

22. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order or the Settlement. If a deadline is extended under this provision, notice of the change need only be posted by the Court on the case docket and by the Settlement Administrator on the Settlement Website. The following chart summarizes the dates and deadlines currently set by this Preliminary Approval Order:

Event	**Date**
SafeRent provides the names and, if reasonably available to SafeRent, the full or partial Social Security numbers and last known addresses, emails, and telephone numbers of persons described in Section 4.2.1 of the Agreement	within 7 days of entry of this Preliminary Approval Order
Notice is first disseminated to the Settlement Classes	within 30 days after SafeRent provides the names and identifying information of the persons described in Section 4.2.1 of the Agreement
Claim Submission, Objection, and Exclusion Deadline	90 days after Notice is first disseminated
Claim "cure" period described in Section 4.3.4 of the Agreement ends	135 days after Notice is first disseminated
Plaintiffs' deadline to file a motion for final approval of the Settlement	between 155 and 165 days after Notice is first disseminated
Final Approval Hearing	[On or after November 18, 2024]

Dated:

BY THE COURT:

_____

HONORABLE ANGEL KELLEY
UNITED STATES DISTRICT JUDGE

Exhibit B

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, ON BEHALF OF THEMSELVES AND SIMILARLY SITUATED PERSONS, AND COMMUNITY ACTION AGENCY OF SOMERVILLE, INC., Plaintiffs, v. SAFERENT SOLUTIONS, LLC AND METROPOLITAN MANAGEMENT GROUP, LLC, Defendants.	Civil Action No. 1:22-CV-10800-AK

[PROPOSED] FINAL APPROVAL ORDER

This matter came before the Court for hearing on [DATE] regarding Plaintiffs' Motion for Final Approval of the Class Action Settlement and Release ("Agreement") between Plaintiffs and Defendant SafeRent Solutions, LLC ("SafeRent") (collectively the "Parties"). Having considered the Motion, the exhibits and declarations attached thereto, and all other filings and argument related to the Motion, it is hereby **ORDERED, ADJUDGED, AND DECREED** that the Motion is **GRANTED** under Rule 23(e)(2) of the Federal Rules of Civil Procedure.

The Court makes the following findings and rulings:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1367, has personal jurisdiction over the Parties and the Settlement Class Members, and venue is proper in this District.

3. The Court hereby affirms its preliminary determinations in the Preliminary Approval Order that the Settlement Classes meet the requirements for certification under Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3), and finally certifies, for purposes of the Settlement only, the Settlement Classes as defined in the Settlement Agreement:

> All rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Income-Based Settlement Class");
>
> All Black and Hispanic rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Race-Based Settlement Class").

4. For purposes of the Settlement only, the Court hereby re-affirms its determinations in the Preliminary Approval Order; finally certifies Plaintiffs Mary Louis and Monica Douglas as Class Representatives for the Settlement Classes; and finally appoints Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center as Class Counsel for the Settlement Classes.

5. The Court finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were complied with in this matter.

6. The Court finds that the method for disseminating Notice to the Settlement Classes, as provided for in the Settlement Agreement and previously approved and directed by this Court's Preliminary Approval Order, has been implemented by the Settlement Administrator and the Parties. The Court finds that the method for disseminating the Notice (A) constituted the best notice that is practicable under the circumstances; (B) constituted notice that was reasonably calculated, under the circumstances, to appraise Settlement Class Members of (i) the nature of

the Litigation, (ii) the definition of the Settlement Classes, (iii) the class claims and issues, (iv) the opportunity to enter an appearance through an attorney any Settlement Class Member so desired, (v) the opportunity, time, and manner for requesting exclusion from the Settlement, and (vi) the binding effect of a class judgment; (C) constituted due, adequate, and sufficient notice to all persons and entities entitled to notice; and (D) met the applicable requirements of Federal Rule of Civil Procedure 23, the due process guarantees of the U.S. Constitution, and all other applicable laws.

7. The Court finds that all Settlement Class Members and all persons who fall within the definition of either of the Settlement Classes has been adequately provided with an opportunity to exclude themselves from the Settlement by submitting a request for exclusion in conformity with the Agreement and this Court's Preliminary Approval Order. A list of those persons who timely and validly excluded themselves from the Settlement is attached hereto as **Exhibit A**. Persons listed on **Exhibit A** are not bound by the Agreement, this Final Approval Order, or the accompanying Judgment, and are entitled to no relief under the Agreement. All other persons who fall within the definition of the Settlement Classes are Settlement Class Members and part of this Settlement, and shall be bound by this Final Approval Order, the accompanying Judgment, and the Agreement.

8. [PLACEHOLDER FOR DETAILS ON ANY OBJECTIONS]

9. [PLACEHOLDER FOR DETAILS ON SETTLEMENT ADMINISTRATOR REPRESENTATIONS ABOUT NOTICE AND CLAIMS PROCESS AND RESPONSE RATE]

10. The Court hereby finally approves the Settlement and finds that the Settlement is, in all respects, fair, reasonable, and adequate and in the best interests of the Plaintiffs and Settlement Classes, having considered that (A) the Settlement Class Representatives and

Settlement Class Counsel have adequately represented the Settlement Classes; (B) the Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of Plaintiffs, the Settlement Classes, and SafeRent; (C) the relief provided for the Settlement Classes is adequate, taking into account the costs, risks, and delay of further litigation, trial, and appeal, and the effectiveness of the method set forth in the Agreement for distributing relief to the Settlement Classes, including the method of processing class-member claims; and (D) the Agreement treats Settlement Class Members equitably relative to each other.

11. The Parties and Settlement Administrator are accordingly directed to consummate and implement the Agreement in accordance with its terms, including distributing payments to Cash Eligible Settlement Class Members and paying the Notice and Settlement Administration Costs.

12. The claims filed against SafeRent in this case are dismissed in their entirety, with prejudice, and each side is to bear its own costs except as specified in the Agreement and the Court's separate order regarding attorneys' fees.

13. Upon entry of this Order and the accompanying Judgment, and in addition to the preclusive effect of the dismissal with prejudice of the claims asserted against SafeRent in the Litigation pursuant to the Settlement, the Releasing Parties shall be deemed to have released and forever discharged the Released Parties from any and all Released Claims.

14. Additionally, the Settlement Class Representatives shall be deemed to have released and forever discharged the Released Parties from any Claims arising out of or in any way relating to any conduct that occurred as of the date of the execution of the Agreement.

15. A separate order shall be entered regarding Class Counsel's motion for attorneys' fees and costs as allowed by the Court.

16. Pursuant to the terms of the Agreement, Settlement Class Representatives, Settlement Class Counsel, SafeRent, and SafeRent Counsel release and forever discharge each other from any and all claims relating to the institution or prosecution of the Action.

17. Without affecting the finality of this Final Approval Order and the accompanying Judgment in any way, the Court expressly retains continuing and exclusive jurisdiction over the Parties to this Agreement for the purpose of administration and enforcement of the Agreement for a period of five years from the date SafeRent confirms it has made the practice changes outlined in Section 3.5 of the Agreement. Any dispute, challenge, question, or the like relating to the Settlement or Agreement may be heard by this Court.

18. In the event that the Effective Date does not come to pass, this Final Approval Order and the accompanying Judgment shall be rendered null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the contrary in the Agreement, and without prejudice to the status quo ante rights of Settlement Class Representatives, Settlement Class Members, and SafeRent.

19. This Final Approval Order, the accompanying Judgment, the Preliminary Approval Order, the Agreement, all negotiations, statements, agreements, and proceedings relating to the Agreement, and any matters arising in connection with settlement negotiations, proceedings, or agreements shall not constitute or be described as, construed as, offered as or received against SafeRent or the other Released Parties as evidence or an admission of: (a) the truth of any fact alleged by Settlement Class Representatives in the Litigation; (b) any liability, negligence, fault, or wrongdoing of or by SafeRent or the Released Parties; or (c) that this Litigation or any other action may be properly certified as a class action for litigation, non-settlement purposes.

Dated:

BY THE COURT:

_____

HONORABLE ANGEL KELLEY
UNITED STATES DISTRICT JUDGE

Exhibit C

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS and MONICA DOUGLAS, on behalf of themselves and similarly situated persons, and COMMUNITY ACTION AGENCY OF SOMERVILLE, INC.,

Plaintiffs,

v.

SAFERENT SOLUTIONS, LLC and METROPOLITAN MANAGEMENT GROUP, LLC,

Defendants.

Civil Action No. 1:22-CV-10800-AK

[PROPOSED] JUDGMENT

This matter came before the Court for hearing on [DATE] regarding Plaintiffs' Motion for Final Approval of the Class Action Settlement Agreement and Release ("Agreement") between Plaintiffs and Defendant SafeRent Solutions, LLC ("SafeRent") (collectively the "Parties"). Having considered the Motion, the exhibits and declarations attached thereto, and all other filings and argument related to the Motion, and for the reasons set forth in the accompanying Final Approval Order, it is hereby **ORDERED, ADJUDGED, and DECREED**:

1. Plaintiffs' Motion for Final Approval of the Agreement dated [DATE], entered into by and between the Parties, is hereby GRANTED.

2. The claims against SafeRent in this matter by the Plaintiffs and the members of the Settlement Classes who did not exclude themselves from the settlement are hereby DISMISSED WITH PREJUDICE.

3. Without affecting the finality of the Final Approval Order and this Judgment in any way, the Court expressly retains continuing and exclusive jurisdiction over the Parties to the

Agreement for the purpose of administration and enforcement of the Agreement for a period of five years from the date SafeRent confirms it has made the practice changes outlined in Section 3.5 of the Agreement. Any dispute, challenge, question, or the like relating to the Settlement or Agreement may be heard by this Court.

4. This is a final judgment as defined by Federal Rule of Civil Procedure 54(a).

Dated:

BY THE COURT:

_____

HONORABLE ANGEL KELLEY
UNITED STATES DISTRICT JUDGE

Exhibit D

United States District Court

Louis et al. v. SafeRent Solutions, LLC et al.

Case No. 1:22-cv-10800

Class Action Notice

Authorized by the U.S. District Court

Were you a housing voucher user denied rental housing in Massachusetts because of your SafeRent Score between May 25, 2020 and [date of preliminary approval order]?

There is a class-action settlement of a lawsuit.

You may be entitled to money.

To receive money from this settlement, or decide if you want to opt-out or object, you should:

1. **Read this notice**
2. **Respond by [90 days after notice is mailed].**

Important things to know:

- If you are a member of the settlement class, and you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: www.MATenantScreeningSettlement.com.
- Puede obtener una copia de este aviso en español en: www.MATenantScreeningSettlement.com.

Table of Contents

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, Louis et al. v. SafeRent Solutions, LLC et al., brought on behalf of recipients of publicly funded housing vouchers whose SafeRent Score was below the minimum for an "accept" report on an application for rental housing in Massachusetts.

You received this notice because, according to SafeRent's records, you applied for housing in Massachusetts between May 25, 2020 and [DATE], and the housing provider received a SafeRent Score below the "accept" score set by the housing provider, and therefore you may be a member of the group of people affected, called the "class." You are only a member of the class if you were applying for rental housing in Massachusetts where you could use your voucher when your rental application was denied.

This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

This is an important legal document, and we recommend that you read all of it. If you have questions or need assistance, please go to www.MATenantScreeningSettlement.com or call [phone number].

Puede obtener una copia de este aviso en español en www.MATenantScreeningSettlement.com. Si tiene preguntas o necesita ayuda, visite el sitio web o llame al [número de teléfono].

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Your Options	More information about each option

RECEIVE PAYMENT	You must submit a Claim Form, either by mailing in the paper form attached to this Notice or by submitting the form electronically at www.MATenantScreeningSettlement.com. You will be bound by the settlement.
DO NOTHING	Get no payment and be bound by the settlement. You will only be bound by the settlement if you are a class member, as defined below (under "Learning About the Settlement").
OPT OUT	Get no payment and not be bound by the settlement. You must submit a request to be excluded from the settlement.
OBJECT	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to take action to receive payment: **[90 days after notice is mailed]**

Your deadline to object or opt out**: [90 days after notice is mailed]**
Settlement approval hearing: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

Mary Louis and Monica Douglas filed a lawsuit in 2022 claiming that SafeRent violated fair housing and consumer protection laws by using its SafeRent Score product to make rental housing decisions for applicants in Massachusetts holding public housing vouchers.

Where can I learn more?
You can get a complete copy of the proposed settlement and other key documents in this lawsuit by visiting: www.MATenantScreening

SafeRent denies that it did anything wrong, violated any law, or that the claims have merit.

Why is there a settlement in this lawsuit?

The Court has not decided this case in favor of either side. The parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The settlement will resolve the claims of all members of the settlement classes, including the plaintiffs who brought the case.

What is a class action settlement?
A class action settlement is the resolution of a case for all of the affected persons in the class. It can provide money and changes to the practices that the plaintiffs claim caused harm in the first place.

What happens next in this lawsuit?

The Court will hold a hearing to decide whether to approve the settlement. The hearing will be held at:

Where:

John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Courtroom 8, Third Floor
Boston, Massachusetts 02210

When: [time] on [date].

The Court has approved this notice of settlement. Because the settlement of a class action affects the rights of all members of the proposed classes, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date or time of the hearing may change, and if it does, the new date or time of the hearing will be posted on the settlement website, but there will be no additional mailed notice. To learn more and confirm the hearing date, go to www.MATenantScreeningSettlement.com or call [phone number].

Learning About the Settlement

What does the settlement provide?

SafeRent has agreed to pay $1,175,000 into a settlement fund. This money will be divided among the class members and will also be used to pay the cost of administering this settlement (expected to be between $110,000 and $135,000). Subject to court approval, this fund may also be used to provide up to $10,000 each to the two people who brought this lawsuit, Mary Louis and Monica Douglas. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue SafeRent based on the same conduct that led to this lawsuit. The full terms of the release can be found at www.MATenantScreeningSettlement.com.

The settlement separately provides up to $1,100,000 in attorneys' fees and costs, dependent on court approval. If the court does not award the full $1,100,000, any money left over will be added to the settlement fund and distributed to class members.

The settlement also requires SafeRent to make changes to the reports that housing providers can request, so that it will not provide a SafeRent Score for applicants who the housing provider reports are applying using a housing voucher.

How do I know if I am part of this settlement?

You are a class member and part of this settlement if:

(1) you were a rental applicant who used a publicly funded housing voucher and sought but were denied housing in Massachusetts because of your SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and [date of preliminary approval order]. This is called the "Income-Based Settlement Class," OR

(2) you are Black or Hispanic and a rental applicant who used a publicly funded housing voucher and sought but were denied housing in Massachusetts because of your SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and [date of preliminary approval order]. This is called the "Race-Based Settlement Class."

In plain language, if you were sent this notice by the Settlement Administrator, and you tried to use a housing voucher to get housing between May 25, 2020 and [date of preliminary approval order], then you are likely covered by this settlement. That is because SafeRent's records show that a housing provider where you applied for housing in Massachusetts received a SafeRent Score that was below the "accept" score set by the housing provider.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at [phone number] or [email address].

How much will my payment be?

Your payment amount will depend on several factors:

- The payment amounts will depend on the number of class members who submit valid claims.
- Those who are members of both the Income-Based Settlement Class and the Race-Based Settlement Class will receive a share of the settlement that is 1.5 times the share for those who are members of only one of the settlement classes.
- The payment amounts will also depend on the amount of awards and costs approved by the Court.

Deciding What You Want to Do

How do I weigh my options?

If you are a class member, as defined above, you have four options. You can stay in the settlement and take action to receive payment, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	do nothing	***file a claim***	***opt out***	***object***
Can I receive settlement money if I . . .	NO	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	YES	NO	YES

Can I pursue my own case if I . . .	NO	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	YES	NO	NO

Doing Nothing

What are the consequences of doing nothing?

If you are a class member and you do nothing before [date], you will not get any money, but you will still be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against SafeRent based on the same conduct that led to this lawsuit. Please see the settlement agreement, which can be found at www.MATenantScreeningSettlement.com, for a full description of the claims and persons who will be released if this settlement is approved.

Filing a Claim

How do I get a payment if I am a class member?

If you wish to receive money, **you must submit a Claim Form by [90 days after notice is mailed].**

The Claim Form is attached to this Notice and is available online at www.MATenantScreeningSettlement.com. Follow the instructions on the form to submit. The form may be submitted by mail or electronically.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers—called Class Counsel—to work on the case and defend the interests of the class members. If you want to be represented by your own attorney, you may hire one at your own expense. For this settlement, the Court has appointed the following individuals and lawyers.

Class Representatives: Mary Louis and Monica Douglas

Class Counsel: Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center. These are the entities that negotiated this settlement on your behalf. Their contact information is below.

Do I have to pay the lawyers in this lawsuit?

You will not have to pay the lawyers directly. Attorneys' fees and costs awarded by the Court will be paid by SafeRent, separately from the settlement fund used to pay out class members' claims.

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel have requested that the Court approve a payment from SafeRent to them of up to $1,100,000 total in attorneys' fees and expenses. Attorneys' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. Any unawarded fees out of the $1,100,000 will be added to the Settlement Fund disbursed to class members. You have the right to object to the attorneys' fees even if you think the other settlement terms are fair.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and will keep any right you have to file your own case.

How do I opt out?

To opt out of the settlement, you must send a letter to the Settlement Administrator that:

(1) is postmarked by [90 days after notice is mailed];
(2) includes the case name and number (Louis et al. v. SafeRent Solutions, LLC et al., Case No. 1:22-cv-10800);

(3) includes your full name and contact information (telephone number, email, and/or mailing address);
(4) states clearly that you wish to be excluded from the settlement; and
(5) includes your signature.

Mail the letter to the following address:

Settlement Administrator
[insert address]
[insert phone number]

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the attorneys' fees) but don't want to opt out, you may object to the settlement. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement as is—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you. If you choose to hire your own lawyer, you will do so at your expense.

To object, you must send a letter to the Court that:

(1) is postmarked by [90 days after notice];
(2) includes the case name and number (Louis et al. v. SafeRent Solutions, LLC et al., Case No. 1:22-cv-10800).
(3) includes your full name, address and telephone number, and email address (if you have one);
(4) states the reasons for your objection;
(5) says whether either you or your counsel intend to appear at the final approval hearing and your counsel's name; and
(6) includes your signature.

Mail the letter to both of the following two places:

Settlement Administrator [insert address] [insert phone number]	U.S. District Court for Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found at www.MATenantScreeningSettlement.com. To get a copy of the settlement agreement, to review other documents about the case, or get answers to your questions:

- contact Class Counsel (information below)
- visit the settlement website at www.MATenantScreeningSettlement.com.
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Settlement **website**	www.MATenantScreeningSettlement.com
Settlement Administrator	Settlement Administrator [insert address] [insert phone number/email]
Class Counsel	Christine E. Webber and Brian Corman Cohen Milstein Sellers & Toll PLLC 1100 New York Ave. NW Fifth Floor Washington, DC 20005 [Settlement Dedicated Email Address] [Settlement Dedicated Phone Number] Todd S. Kaplan

	Greater Boston Legal Services 197 Friend Street Boston, MA 02114 [Settlement Dedicated Email Address] [Settlement Dedicated Phone Number] Stuart T. Rossman, Shennan Kavanagh, and Ariel C. Nelson National Consumer Law Center 7 Winthrop Square Boston, MA 02110 [Settlement Dedicated Email Address] [Settlement Dedicated Phone Number]
Court (DO NOT CONTACT)	U.S. District Court for Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210

Exhibit E

MAIL ID
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Louis v SafeRent Claim Form

Para obtener este forma de reclamo in Espanol, por favor visit el sitio web: www.MATenantScreeningSettlement.com. (Verbiage accounting for other languages here)

THIS CLAIM FORM CAN ALSO BE SUBMITTED ONLINE AT WWW.MATENANTSCREENINGSETTLEMENT.COM.

ALL CLAIM FORMS MUST BE POSTMARKED OR SUBMITTED ONLINE BY [claims filing deadline].

CLAIM FORM OVERVIEW:

Purpose: This Claim Form is to determine if you are Settlement Class Member and the answers you provide will be used to determine if you are eligible to receive a cash payment from this Settlement.

Settlement Class Definition:

You are a class member and part of this settlement if:

(1) you were a rental applicant who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of your SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and [date of preliminary approval order];

OR

(2) you are Black and/or Hispanic and were a rental applicant who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of your SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and [date of preliminary approval order].

If you believe you are a member of one or both classes, please fill out every part of this Claim Form to the best of your ability.

Part 1: Contact Information

First Name: MI: Last Name:

Address:

Unit/Apt:

City: State: ZIP Code:

Phone Number: – –

Email Address:

If you don't have either a phone number or email address, you may provide a phone number or email address of someone else we can contact if we need to speak with you regarding your claim.

Phone Number: – –

Email Address:

MAIL ID

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Part 2: Settlement Eligibility

Your answers to these questions will help determine which, if either, of the settlement classes you are eligible for, and help the Settlement Administrator verify your eligibility if you lack documentation.

1. Please check one box. I identify as:

☐ **Black** ☐ **Hispanic** ☐ **Both** ☐ **Neither**

2. Check more than one box if applicable: I had a publicly funded housing voucher that I tried to use during the following time period in Massachusetts.

☐ **May 25, 2020 to May 24, 2021**

☐ **May 25, 2021 to [prelim approval date]**

Note: if you were trying to rent housing using a housing voucher, but were never able to do so, please check the box that matches the time period when you were trying to get a lease using a housing voucher.

3. Check more than one box if applicable: To show I had a voucher:

☐ I have included documentation which shows I had a voucher during the time period(s) checked above **(Please send copies only).**

☐ Check here if you are sending these documents by email to info@MATenantScreeningSettlement.com.

Examples of acceptable documentation include: a confirmatory email from a housing authority that you held a voucher, a rent share letter, or a housing assistance payment (HAP) document. If you are not sure your documents will be acceptable, please also check the box below authorizing the Claims Administrator to verify your information with relevant agencies.

☐ I held a publicly funded housing voucher, but I am unable to provide documentation. I authorize the Settlement Administrator to contact federal, state, and/or local agencies to confirm my voucher. I authorize the PHA, HUD and/or the Massachusetts Executive Office of Housing and Living Communities to provide the Settlement Administrator with information about my voucher status during the relevant period(s) and permit the Settlement Administrator to finally determine my eligibility for a cash payment based on the information, if any, provided by these entities.

Please also provide any of the following information if you have it, to assist the Claims Administrator in locating confirmation of your voucher:

a) Public Housing Agency (PHA) that approved and/or issued the voucher:

(Please note that a list of public housing agencies is available on the Settlement website, www.MATenantScreeningSettlement.com.)

b) Choose only one (1) of the following:

☐ My voucher was federally funded (for example, Section 8, Housing Choice Voucher).

☐ My voucher was state or locally funded (for example, Massachusetts Rental Voucher Program [MRVP], Alternative Rental Voucher Program [ARVP]).

MAIL ID

0000PLACEHOLDER0000

Part 3: Payment Election

If your claim is approved for payment, you may elect to receive your payment either by check or as a digital payment (you could receive payment as an ACH direct deposit, Venmo, PayPal, or prepaid card using instructions emailed to you). Checks must be cashed within 180 days of receiving them.

Which do you prefer?

☐ Check mailed to me

☐ Digital payment (instructions will be emailed to the email address I provided with my contact information)

You may also choose to receive your payment in a single, lump sum payment or 2 payments over 2 years. Which do you prefer?

☐ I want to receive my award payment in a single, lump sum payment.

☐ I want to receive my award payment in two equal payments, with one payment per year.

(Payment of the settlement funds to you may have an effect on your eligibility for certain benefits. For more information, please review the information at www.MATenantScreeningSettlement.com.)

Part 4: Substitute W-9 Form

Please complete the Substitute W-9 Form below.

Claimant's Full Name (as shown in your income tax return):

First Name: | | | | | | | | | | | | | | MI: | Last Name: | | | | | | | | | | | | | |

Type of entity (check one):

☐ Individual ☐ S-Corporation ☐ Corporation ☐ Exempt Payee

☐ Limited Liability Company ☐ Other _____

Enter Social Security Number (SSN)

(Individuals Only)

| | | | – | | | – | | | | |

OR

Enter Tax Identification Number (TIN) or Employer Identification Number (EIN)

(Other than Individuals)

| | | – | | | | | | | |

Under penalties of perjury, I certify that: 1.) the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2.) I am not subject to backup withholding because: (a) I am exempt from backup withholding, (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, 3.) I am a U.S. citizen or other U.S. person.

Note: If you are not a U.S. citizen or other U.S. Person, you should not fill this section out, and instead complete and submit IRS Form W-8BEN, W-8BEN-E, W-8ECI, or W-8IMY. You may download these forms from the IRS website: www.irs.gov/forms-instructions.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholdings.

_____

Signature

Date: | | | – | | | – | | | | |
MM DD YYYY

MAIL ID

0000PLACEHOLDER0000

Part 5: Certification and Signature

Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802). Additionally, requesting or obtaining any Privacy Act protected record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a(i)(3) by a fine of not more than $5,000.

I declare (or certify, verify, or state) under penalty of perjury that all of the information I provided on this claim form is true and correct, to the best of my knowledge.

Date: MM – DD – YYYY

Signature

Printed Name

Exhibit 2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, ON BEHALF OF THEMSELVES AND SIMILARLY SITUATED PERSONS, AND COMMUNITY ACTION AGENCY OF SOMERVILLE, INC.,

Plaintiffs,

v.

SAFERENT SOLUTIONS, LLC AND METROPOLITAN MANAGEMENT GROUP, LLC,

Defendants.

Civil Action No. 1:22-CV-10800-AK

DECLARATION OF HON. DIANE M. WELSH (RET.) IN SUPPORT OF PROPOSED CLASS SETTLEMENT AND MOTION FOR ATTORNEYS' FEES AND EXPENSES

I, Diane M. Welsh, declare that the following is true and correct:

1. I am a competent adult, over the age of 18, and have personal knowledge of the facts and information set forth herein.

2. I served as a Magistrate Judge in the U.S. District Court for the Eastern District of Pennsylvania from 1994 to 2005. Thereafter, I became a mediator with JAMS. With 30 years of experience as both a JAMS neutral and a United States Magistrate Judge, I have presided over the successful resolution of over 5,000 matters, including many class actions. A copy of my curriculum vitae is attached hereto as Exhibit 1.

3. I submit this Declaration in my capacity as the mediator of a proposed class settlement of the above-captioned class action brought by Plaintiffs Mary Louis and Monica Douglas ("Plaintiffs") against SafeRent Solutions, LLC ("SafeRent" or "Defendant"). As will be described in more detail below, the negotiations between the parties were extensive, hard fought,

conducted at arm's length, and were performed in good faith without collusion or other improper conduct.

4. I was engaged by the parties in this case through JAMS to serve as a neutral mediator in this case. A formal mediation session was scheduled for November 6, 2023. At my request, the parties exchanged detailed mediation statements in advance of the mediation session. Their submissions addressed the factual issues in the case, key legal issues, and the parties' settlement positions. I closely reviewed the mediation statements and supporting materials and became familiar with the nature of the claims and defenses asserted.

5. I facilitated the November 6, 2023, mediation session, which lasted approximately eight (8) hours. Throughout the day, I conducted joint sessions with all participants, as well as breakout sessions with counsel for Plaintiffs and SafeRent individually. There were extensive discussions of the strengths and weaknesses of the parties' respective positions concerning the merits, damages, and possible resolution. Both sides vigorously advocated for the interests of their respective clients.

6. Although the parties were very far apart at the outset of the mediation sessions, they made considerable progress towards a meaningful resolution and were able to reach a settlement in principle regarding injunctive relief by the end of the first session. The parties also agreed to continue discussions regarding monetary relief.

7. Further, after the mediation session, the parties engaged my assistance via e-mail and telephonic conference to help mediate and decide a number of remaining settlement details, including, but not limited to, negotiations as to monetary relief and, subsequently, attorneys' fees. These post-mediation session discussions continued for approximately seven weeks.

8. The negotiations also entailed considerable back-and-forth between the parties

regarding numerous offers and demands. Throughout the mediation process, the parties engaged in extensive adversarial negotiations. The facilitated negotiations were lengthy, principled, exhaustive, informed, and sometimes contentious, but always professional. Based on my involvement in the parties' mediation efforts, I can say that the negotiations appeared to be fair, at arms' length, and in good faith. I have no cause to believe that there was any kind of improper collusion between the parties.

9. As part of the post-mediation discussions, SafeRent provided to me and to Class Counsel additional confidential mediation information and documents. Based on my review and conversations with the parties, I believe the monetary relief obtained by Plaintiffs for the class through this settlement is fair and reasonable.

10. In my opinion, the proposed Settlement Agreement was the result of arm's-length negotiations between highly capable, experienced, and informed counsel. The Settlement Agreement resulted from counsel's efforts after thoroughly investigating the case, considering the risks, strengths, and weaknesses of their respective positions on substantive issues, the risks, burdens, delays and costs of continued litigation, and the best interests of their respective clients.

11. The negotiations involved highly qualified attorneys with extensive expertise in complex class actions in general, and consumer and fair housing law in particular. At all times, Class Counsel zealously represented the proposed classes. They passionately expressed a desire for the settlement to provide meaningful benefits, both monetary and nonmonetary, to the classes, while at the same time recognizing the significant risks they faced if they proceeded with the litigation, as well as the substantial costs to pursue the matter through discovery, summary judgment, trial, and appeal.

12. I believe the proposed Settlement Agreement reflects the risks and potential

rewards of the claims being settled. Although the Court will need to make its own determination as to the proposed Settlement's fairness under Fed. R. Civ. P. 23(e)(2), I can say that, from an experienced mediator's perspective, the negotiated Settlement Agreement produced by the mediation process represents a thorough, deliberative, and comprehensive resolution that will benefit class members through meaningful monetary relief and avoids the considerable risks and costs inherent in class action litigation.

13. Class Counsel undertook extensive efforts to achieve the Settlement in this Action, which involved a plethora of complex legal and factual issues related to the calculation of the SafeRent Score and the impact of the Score on the proposed classes. Specifically, to litigate this Action, Class Counsel informed me they: (1) extensively investigated the claims for nearly a year before filing suit; (2) filed both the initial complaint and the operative First Amended Complaint (ECF No. 15); (3) successfully defeated in part SafeRent's motion to dismiss; (4) undertook informal discovery in preparation for mediation; (5) consulted with experts on analyzing algorithms and disparate impact, both before and after mediation; (6) drafted a detailed mediation statement; (7) attended a full-day mediation; (8) engaged in substantial negotiations following mediation, with my assistance; and (9) documented and sought the Court's approval of the Settlement.

14. I believe that Class Counsel's request for $1,100,000 in attorneys' fees and expenses, as contemplated by the parties' Settlement Agreement, is reasonable and supported based on the complexity of this action, the substantial effort that Class Counsel skillfully expended over the course of this litigation, and the likelihood of recovery through litigation.

15. Class Counsel has represented to me that they expended 2079.42 hours as of March 15, 2024, amounting to a lodestar of $1,334,152.20, over the course of this litigation.

These figures make sense to me based on the substantial effort that Class Counsel undertook in the steps described above.

16. I declare under penalty of perjury that the foregoing is true and correct pursuant to 28 U.S.C. § 1746.

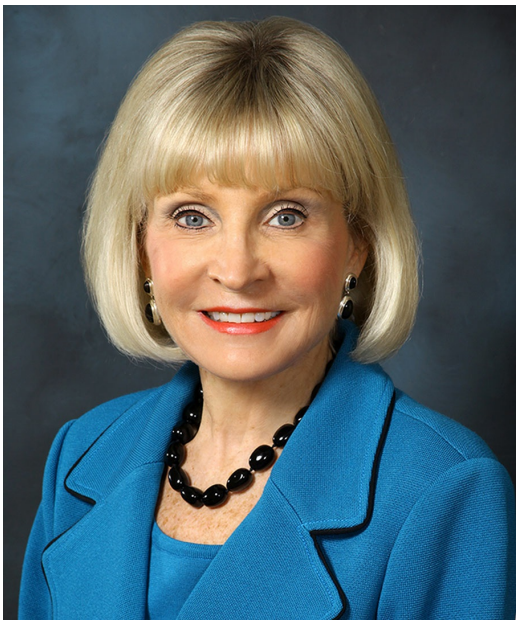
Executed on March 27, 2024

/s/ Diane M. Welsh

Diane M. Welsh

Mediator, Arbitrator, and Referee/Special Master with JAMS

Exhibit 1



Hon. Diane M. Welsh (Ret.)

Mediator, Arbitrator, Referee/Special Master

"She's very creative, smart and savvy about both the law and human nature."
- Chambers USA

"Judge Welsh was excellent in her command of the issues and her willingness to lead the parties. She was efficient in methods of sharing proposals to resolution. She was a great and skilled neutral."
- Leading Litigator

"She is a superb settler of cases. She is tenacious, persistent, and imaginative."
- Almanac of the Federal Judiciary

Hon. Diane M. Welsh (Ret.) is highly respected for her ability to successfully resolve disputes with sensitivity, patience, and persistence. Over the past 27 years, as a JAMS neutral and a United States Magistrate Judge, she has successfully resolved over 5000 matters, covering virtually every type of complex dispute. Specifically, Judge Welsh has extraordinary skill in resolving high-stakes multi-party commercial disputes, employment matters, catastrophic personal injury cases, class actions, mass torts and multi-district litigations (MDL's). She was recognized as a 2016-2018 "ADR Champion" by the National Law Journal, and in the 2022 and 2023 edition of Chambers USA for Mediators (USA – Nationwide) and for Chambers USA 2023 Litigation: Mediators (Pennsylvania).
Class Actions, Mass Torts, and MDLs

Judge Welsh is nationally recognized for her work as a neutral and Special Master in complex class actions, mass torts, and multi-district litigations (MDLs). Select examples of this work include:

- Appointed Settlement Mediator for the highly publicized multidistrict litigation involving hundreds of consumer lawsuits against Philips for its recall of millions of C-PAP breathing devices. Judge Welsh's brokered settlement resulted in Philips agreeing to pay $479M to resolve the economic claims and to reimburse consumers for device purchases, rentals, and other out-of-pocket costs plus an additional $95M in attorneys' fees.
- Appointed Special Master of the Amtrak Train Derailment Settlement Program related to the 2015 derailment of a Philadelphia passenger train. The program will distribute $265m in claims arising from the incident.
- Mediated settlement of class action lawsuit against T-Mobile stemming from its 2021 data breach involving personal information of 76.6M U.S. residents, T-Mobile's fifth breach in four-years. Allegations included T-Mobile failed to properly protect personal information, had inadequate data security, and violated certain state consumer statutes and other laws. T-Mobile denied these allegations and did not admit liability in the proposed settlement requiring T-Mobile to pay $500M on customers' claims and bolster cybersecurity practices.
- Mediated case involving large financial services corporation over its handling of data security breaches and alleged failure to wipe personal identifiable information data (PII) before decommissioning and reselling computer equipment on which the data was stored for 15M+ customers and former customers. While continuing discovery in the case, both parties agreed to mediate the claims and engaged Welsh who, over a five-month period, helped the parties achieve a $60M settlement providing both monetary and equitable relief for plaintiffs, including fraud insurance coverage and out-of-pocket cost reimbursement associated with remedying the breach.
- Class action involving claims under NY and NJ consumer protection laws. The certified classes comprise NY and NJ consumers that updated their phones during an upgrade. Class asserted that the upgrade significantly diminished phone performance. Although denying wrongdoing, defendant is entering into settlement to avoid burdensome and costly litigation. Total compensation is capped at $20M.
- Successfully mediated case involving claims of antitrust conspiracy where plaintiffs allege that three trading firms and their warehouse affiliates ("defendants") conspired to hoard aluminum and engage in other anticompetitive behavior to restrict supply, inflate all-in aluminum prices and regional premiums, and provided inefficient, low-quality load-out and other services. Judge Welsh successfully resolved the dispute with a $37M settlement.
- Successful mediation in the multi-district litigation, Wright Medical Technology, Inc. Conserve Hip Implant Products Liability Litigation.
- Mediated a global settlement of the state and federal products liability proceedings brought against Stryker Orthopedics -- In re: HOC Rejuvenate and ABG II Hip Implant Products Liability Litigation, a federal multi-district litigation venued in the United States District Court for the District of Minnesota, and In re: HOC Rejuvenate Hip Stem and ABG II Modular Hip Stem Litigation Case, a New Jersey state multi-county litigation venued in Bergen County, New Jersey. Prior to mediating the global settlement, between 2013 and June 2014, Judge Welsh mediated more than 20 bellwether cases in the New Jersey multi-county litigation. Ninety-five percent of registered eligible patients have enrolled in the settlement program under the master settlement agreement. She currently serves as Claims Administrator overseeing the implementation of the settlement and continues to mediate opt-out cases.

ADR Experience and Qualifications

- Conducted nearly 1,800 settlement conferences as a U.S. Magistrate Judge in virtually every area of civil litigation, including complex commercial, insurance, class action, mass torts, employment, serious personal injury, product liability, professional liability malpractice, antitrust, securities, government, civil rights, environmental, education, aviation, intellectual property, maritime, product liability, real estate, construction, consumer, sports, and entertainment
- Served on the Alternative Dispute Resolution committee for the United States District Court for the Eastern District of Pennsylvania for 10 years, drafting local federal court rules for court-annexed mediation program
- Frequent speaker at Continuing Legal Education programs on settlement negotiation, mediation, and the ADR Act

Representative Matters

- **Antitrust**
  - Mediated claims of conspiracy by Internet bond trader against major brokers and dealers
  - Mediated claims of price fixing of blood reagent products
  - Mediated claims of price fixing in the pharmaceutical industry
- **Aviation**
  - Mediated claims by passengers of Swissair flight 111
  - Mediated accidents involving private planes
  - Mediated a matter involving a plane that crashed into a house resulting in injuries to the resident
  - Mediated an insurance coverage dispute arising from a helicopter crash
- **Business/Commercial**
  - Successfully mediated hundreds of business disputes involving breach of contract, corporate, franchise, licensing, partnership, shareholder's rights, stock purchase agreements, and breach of warranty claims
  - Mediated a dispute between a northeastern energy company and a contractor alleging breach of contract, indemnification, fraud and conspiracy to commit fraud regarding federally mandated testing of employees
  - Mediated multiple cases against universities for failure to partially reimburse tuition after moving to virtual learning during COVID-19
  - Mediated a warranty dispute between a supplier and a manufacturer of hot water heaters
  - Meditated a dispute against two defendants for allegedly targeting immigrants to sell life insurance policies and fraudulently promising large profits
  - Mediated a breach of contract dispute between a third-party health care provider and an insurance company for failure to refer policy holders
- **Civil Rights**
  - Mediated wrongful death cases involving a cluster of suicides inside a county jail and another within a correctional facility
  - Mediated a high profile case on behalf of severely abused child against private

foster care placement agency and government agencies
- Mediated a claim against school district on behalf of special education student raped by their students in classroom supervised by a substitute teacher
- Mediated cases involving alleged hazing, harassment and sexual misconduct on a University sports team
- Mediated multiple Title IX and Tort cases including claims of sexual abuse involving faculty, clergy and students in colleges, universities, primary and secondary schools, boarding schools and foster care

- **Class Action/Mass Tort**

  In addition to the class action matters listed above, has mediated a wide variety of matters including:
  - Several class actions involving bank overdraft fees
  - Deceptive labeling claim against a national retail chain regarding reef-safe sunscreen
  - Claims involving the misrepresentation of sheet thread count by a national department store
  - Claims of false advertising regarding an electrolyte supplement company
  - Alleged violation of the Fair and Accurate Credit Transactions Act (FACTA)
  - RICO allegations brought by home buyers alleging specific violations
  - Claims involving federal and state consumer protection statutes against Builder, Mortgage Brokers, Appraiser, and Mortgage Lender
  - ERISA/Securities Fraud class action by former employees of a national insurance company and a multi-national chemical company
  - Multiple wage and hour class actions
  - Unfair, deceptive and bad faith billing for supplying electricity to residential customers
  - Claims involving a defective component part on a water supply line
  - Breach of contract and breach of the covenant of good faith and fair dealing related to pricing practices on electric energy bills
  - Violations of the Telephone Consumer Protection Act (TCPA)
  - Consumer class action in connection with the repossession and resale of financed vehicles
  - Cases involving the Fair Credit Reporting Act and the Fair Debt Collection Practices Act
- **Construction Defect**
  - Mediated claim by general contractor against regional transportation authority totaling more than $20 million dollars of cost overruns due to post contract federal requirements regarding lead paint abatement
  - Mediated a construction defect matter involving alleged negligence ion a reconstruction project
- **Cybersecurity & Privacy**
  - Successfully mediated a number of cyber breach disputes involving various industries including credit reporting, banking, health care, traditional media social media, gas stations, software, benefit administration,
  - Mediated a cyber breach dispute in which a company contracted to perform contact tracing during COVID-19 disclosed private health information (PHI) and personal identifying information (PII) on unsecured servers
  - Mediated a class action involving alleged privacy violations by a stationary bicycle

company's digital platform

- **Employment**
  - Successfully mediated thousands of claims of discrimination (age, disability, gender, national origin); hostile work environment; retaliation; wage & hour; FLSA, ADA; FMLA, state statues, whistleblower/False Claims Act; harassment; denial of long-term disability insurance; employment contract; trade secrets; denial of employment due to criminal background checks issued under the FCRA
- **Entertainment & Sports**
  - Mediated copyright and royalty claims by songwriters and artists against record producers and distributors;
  - Mediated contract and breach of fiduciary duty claim by heavyweight boxing champion against a promoter
  - Mediated employment discrimination and contract claims by various employees against professional sports teams;
  - Mediated personal injury claims brought by professional football players against NFL teams
- **Environmental**
  - Mediated claims by the USA and state against more than twenty defendants in major environmental Superfund case
  - Mediated a California Environmental Quality Act (CEQA) dispute involving water permits; issues involved included whistle-blower protection and allegations of retaliation, harassment and severe emotional distress
- **Estate Probate Trusts**
  - Mediated a breach of fiduciary duty by placing trust assets in underperforming proprietary funds
- **Health Care**
  - Mediated a dispute between and insurance company and a health care provider regarding treatment and allegedly fraudulent billing practices
  - Mediated a coverage dispute involving a hospital's losses as a result of COVID-19
  - Mediated a payor/provider dispute alleging under payment for services in bad faith
- **Insurance**
  - Mediated claims of bad faith, coverage, property damage, reinsurance, and subrogation
  - Mediated coverage disputes over damages sustained by commercial properties in the wake of Superstorm Sandy
  - Mediated an indemnity claim between a rideshare service and a vendor company that failed to screen drivers resulting in an assault
  - Mediated a coverage dispute regarding property damage to vacant buildings
  - Mediated a coverage dispute involving the cancellation of a medical conference due to COVID-19
- **International & Cross-Border**
  - Mediated a dispute between two Mexican agribusinesses who claimed breach of warranty against the manufacturers of an anti-viral vaccine
- **Maritime Admiralty**
  - Mediated multiple Jones Act cases; disputes between ship owners and insurers over cause of loss-mechanical failure or human error
- **Personal Injury/Torts**
  - Successfully mediated cases involving complex catastrophic personal injury and

wrongful death, workplace injuries, nursing home negligence, product liability (including multiple defective medical device claims, pharmaceuticals, as well as food labeling claims), motor vehicle, toxic torts, municipal and governmental tort liability, Dram shop/liquor liability, and premises liability

- **Professional Liability**
  - Mediated numerous cases involving legal malpractice, fee disputes, medical malpractice, chiropractic malpractice, accounting, executives, directors, and officers
- **Real Estate**
  - Mediated numerous cases involving issues such as partnership, joint venture, and contract disputes in major real estate development projects; disputes over real estate commissions; violation of franchise agreements
- **Securities**
  - Mediated numerous individual and class actions involving claims of fraud
  - Mediated cases alleging breach of fiduciary duty by financial advisors and brokers
  - Mediated anticompetitive acts and practices as a part of an overall scheme to improperly maintain and extend monopoly power in the making for a pharmaceutical drug, causing the payment of overcharges
- **Sexual Abuse**
  - Successfully mediated settlements in numerous cases involving highly sensitive claims of sexual and physical abuse concerning adult and minor children and group/class action plaintiffs. Disputes included matters involving: alleged abuse at a prestigious boarding school; sex abuse leading to suicide of a college student; allegations of sexually charged hazing and misconduct in connection with university-sponsored sports teams; numerous cases involving sexual abuse claims against Archdioceses, Catholic and other religious schools, and nonsectarian private and public schools; disputes involving victims of incest and church officials; and matters regarding sex trafficking allegations against a major hotel chain

Honors, Memberships, and Professional Activities

- Included on "National Mediators" list, *Chambers USA America's Leading Lawyers for Business*, 2022 and 2023
- Included on *Chambers USA America's Leading Lawyers for Litigation: Mediators* (Pennsylvania), 2023
- Completed Virtual ADR training conducted by the JAMS Institute, the training arm of JAMS
- Listed as a "Recognized Practitioner," *Chambers USA*, 2019
- Recognized as an "ADR Champion", *National Law Journal*, 2016-2018
- Voted "BEST ADR INDIVIDUAL" by the readers of*ALM's Legal Intelligencer*, Best of 2007-2016
- Recognized as Mediation "Lawyer of the Year", Philadelphia,*Best Lawyers in America*, 2014
- Recognized as a Best Lawyer, Alternative Dispute Resolution Category,*Best Lawyers in America*, 2007-2024
- Recognized as a Pennsylvania Super Lawyer, Alternative Dispute Resolution Category,*Law & Politics Magazine*, 2008-2009
- Voted "Best Individual Mediator", *National Law Journal*, "Best Of" Survey, 2012

- Member, Federal Magistrate Judges Association; Third Circuit Director, 1999-2004
- Member, The Forum of Executive Women
- Member, American Inns of Court; President, Temple American Inn of Court, 2002-2003
- Member, National Association of Woman Judges, Federal Bar Association, Montgomery Bar Association, Philadelphia Bar Association,
- Bucks County Bar Association, Pennsylvania Bar Association, and other professional organizations
- Member of Third Circuit and U.S. District Court for the Eastern District of Pennsylvania court committees, including Federal-State
- Judicial Council, Committee on Bankruptcy and Magistrate Judges, Alternative Dispute Resolution Committee, Court Interpreters
- Committee, Bench Bar Public Relations and Educational Programs Committee, and Congressional Delegation Committee

Background and Education

- U.S. Magistrate Judge, U.S. District Court for the Eastern District of PA, 1994-2005
- Private Law Practice, 1984-1994
- Deputy District Attorney, Bucks County District Attorney's Office, 1981-1984
- Legal Counsel, Pennsylvania Senate Judiciary Committee, 1980-1981
- J.D., Villanova University School of Law, 1979
- B.A., Political Science, *Magna Cum Laude*, La Salle University, 1976

Exhibit 3

United States District Court

Louis et al. v. SafeRent Solutions, LLC et al.

Case No. 1:22-cv-10800

Class Action Notice

Authorized by the U.S. District Court

Were you a housing voucher user denied rental housing in Massachusetts because of your SafeRent Score between May 25, 2020 and [date of preliminary approval order]?

There is a class-action settlement of a lawsuit.

You may be entitled to money.

To receive money from this settlement, or decide if you want to opt-out or object, you should:

1. **Read this notice**
2. **Respond by [90 days after notice is mailed].**

Important things to know:

- If you are a member of the settlement class, and you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: www.MATenantScreeningSettlement.com.
- Puede obtener una copia de este aviso en español en: www.MATenantScreeningSettlement.com.

Table of Contents

About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, Louis et al. v. SafeRent Solutions, LLC et al., brought on behalf of recipients of publicly funded housing vouchers whose SafeRent Score was below the minimum for an "accept" report on an application for rental housing in Massachusetts.

You received this notice because, according to SafeRent's records, you applied for housing in Massachusetts between May 25, 2020 and [DATE], and the housing provider received a SafeRent Score below the "accept" score set by the housing provider, and therefore you may be a member of the group of people affected, called the "class." You are only a member of the class if you were applying for rental housing in Massachusetts where you could use your voucher when your rental application was denied.

This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

This is an important legal document, and we recommend that you read all of it. If you have questions or need assistance, please go to www.MATenantScreeningSettlement.com or call [phone number].

Puede obtener una copia de este aviso en español en www.MATenantScreeningSettlement.com. Si tiene preguntas o necesita ayuda, visite el sitio web o llame al [número de teléfono].

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Your Options	More information about each option

RECEIVE PAYMENT	You must submit a Claim Form, either by mailing in the paper form attached to this Notice or by submitting the form electronically at www.MATenantScreeningSettlement.com. You will be bound by the settlement.
DO NOTHING	Get no payment and be bound by the settlement. You will only be bound by the settlement if you are a class member, as defined below (under "Learning About the Settlement").
OPT OUT	Get no payment and not be bound by the settlement. You must submit a request to be excluded from the settlement.
OBJECT	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to take action to receive payment: **[90 days after notice is mailed]**

Your deadline to object or opt out**: [90 days after notice is mailed]**
Settlement approval hearing: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

Mary Louis and Monica Douglas filed a lawsuit in 2022 claiming that SafeRent violated fair housing and consumer protection laws by using its SafeRent Score product to make rental housing decisions for applicants in Massachusetts holding public housing vouchers.

Where can I learn more?
You can get a complete copy of the proposed settlement and other key documents in this lawsuit by visiting: www.MATenantScreening

SafeRent denies that it did anything wrong, violated any law, or that the claims have merit.

Why is there a settlement in this lawsuit?

The Court has not decided this case in favor of either side. The parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. The settlement will resolve the claims of all members of the settlement classes, including the plaintiffs who brought the case.

What is a class action settlement?
A class action settlement is the resolution of a case for all of the affected persons in the class. It can provide money and changes to the practices that the plaintiffs claim caused harm in the first place.

What happens next in this lawsuit?

The Court will hold a hearing to decide whether to approve the settlement. The hearing will be held at:

Where:

John Joseph Moakley U.S. Courthouse
1 Courthouse Way, Suite 2300
Courtroom 8, Third Floor
Boston, Massachusetts 02210

When: [time] on [date].

The Court has approved this notice of settlement. Because the settlement of a class action affects the rights of all members of the proposed classes, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date or time of the hearing may change, and if it does, the new date or time of the hearing will be posted on the settlement website, but there will be no additional mailed notice. To learn more and confirm the hearing date, go to www.MATenantScreeningSettlement.com or call [phone number].

Learning About the Settlement

What does the settlement provide?

SafeRent has agreed to pay $1,175,000 into a settlement fund. This money will be divided among the class members and will also be used to pay the cost of administering this settlement (expected to be between $110,000 and $135,000). Subject to court approval, this fund may also be used to provide up to $10,000 each to the two people who brought this lawsuit, Mary Louis and Monica Douglas. Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue SafeRent based on the same conduct that led to this lawsuit. The full terms of the release can be found at www.MATenantScreeningSettlement.com.

The settlement separately provides up to $1,100,000 in attorneys' fees and costs, dependent on court approval. If the court does not award the full $1,100,000, any money left over will be added to the settlement fund and distributed to class members.

The settlement also requires SafeRent to make changes to the reports that housing providers can request, so that it will not provide a SafeRent Score for applicants who the housing provider reports are applying using a housing voucher.

How do I know if I am part of this settlement?

You are a class member and part of this settlement if:

(1) you were a rental applicant who used a publicly funded housing voucher and sought but were denied housing in Massachusetts because of your SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and [date of preliminary approval order]. This is called the "Income-Based Settlement Class," OR

(2) you are Black or Hispanic and a rental applicant who used a publicly funded housing voucher and sought but were denied housing in Massachusetts because of your SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and [date of preliminary approval order]. This is called the "Race-Based Settlement Class."

In plain language, if you were sent this notice by the Settlement Administrator, and you tried to use a housing voucher to get housing between May 25, 2020 and [date of preliminary approval order], then you are likely covered by this settlement. That is because SafeRent's records show that a housing provider where you applied for housing in Massachusetts received a SafeRent Score that was below the "accept" score set by the housing provider.

If you are unsure of whether you are part of this settlement, contact the Settlement Administrator at [phone number] or [email address].

How much will my payment be?

Your payment amount will depend on several factors:

- The payment amounts will depend on the number of class members who submit valid claims.
- Those who are members of both the Income-Based Settlement Class and the Race-Based Settlement Class will receive a share of the settlement that is 1.5 times the share for those who are members of only one of the settlement classes.
- The payment amounts will also depend on the amount of awards and costs approved by the Court.

Deciding What You Want to Do

How do I weigh my options?

If you are a class member, as defined above, you have four options. You can stay in the settlement and take action to receive payment, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	do nothing	***file a claim***	***opt out***	***object***
Can I receive settlement money if I . . .	NO	YES	NO	YES
Am I bound by the terms of this lawsuit if I . . .	YES	YES	NO	YES

Can I pursue my own case if I . . .	NO	NO	YES	NO
Will the class lawyers represent me if I . . .	YES	YES	NO	NO

Doing Nothing

What are the consequences of doing nothing?

If you are a class member and you do nothing before [date], you will not get any money, but you will still be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against SafeRent based on the same conduct that led to this lawsuit. Please see the settlement agreement, which can be found at www.MATenantScreeningSettlement.com, for a full description of the claims and persons who will be released if this settlement is approved.

Filing a Claim

How do I get a payment if I am a class member?

If you wish to receive money, **you must submit a Claim Form by [90 days after notice is mailed].**

The Claim Form is attached to this Notice and is available online at www.MATenantScreeningSettlement.com. Follow the instructions on the form to submit. The form may be submitted by mail or electronically.

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers—called Class Counsel—to work on the case and defend the interests of the class members. If you want to be represented by your own attorney, you may hire one at your own expense. For this settlement, the Court has appointed the following individuals and lawyers.

Class Representatives: Mary Louis and Monica Douglas

Class Counsel: Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center. These are the entities that negotiated this settlement on your behalf. Their contact information is below.

Do I have to pay the lawyers in this lawsuit?

You will not have to pay the lawyers directly. Attorneys' fees and costs awarded by the Court will be paid by SafeRent, separately from the settlement fund used to pay out class members' claims.

To date, Class Counsel have not been paid any money for their work or out-of-pocket expenses in this case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel have requested that the Court approve a payment from SafeRent to them of up to $1,100,000 total in attorneys' fees and expenses. Attorneys' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. Any unawarded fees out of the $1,100,000 will be added to the Settlement Fund disbursed to class members. You have the right to object to the attorneys' fees even if you think the other settlement terms are fair.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and will keep any right you have to file your own case.

How do I opt out?

To opt out of the settlement, you must send a letter to the Settlement Administrator that:

(1) is postmarked by [90 days after notice is mailed];
(2) includes the case name and number (Louis et al. v. SafeRent Solutions, LLC et al., Case No. 1:22-cv-10800);

(3) includes your full name and contact information (telephone number, email, and/or mailing address);
(4) states clearly that you wish to be excluded from the settlement; and
(5) includes your signature.

Mail the letter to the following address:

Settlement Administrator
[insert address]
[insert phone number]

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the attorneys' fees) but don't want to opt out, you may object to the settlement. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement as is—it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you. If you choose to hire your own lawyer, you will do so at your expense.

To object, you must send a letter to the Court that:

(1) is postmarked by [90 days after notice];
(2) includes the case name and number (Louis et al. v. SafeRent Solutions, LLC et al., Case No. 1:22-cv-10800).
(3) includes your full name, address and telephone number, and email address (if you have one);
(4) states the reasons for your objection;
(5) says whether either you or your counsel intend to appear at the final approval hearing and your counsel's name; and
(6) includes your signature.

Mail the letter to both of the following two places:

Settlement Administrator [insert address] [insert phone number]	U.S. District Court for Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found at www.MATenantScreeningSettlement.com. To get a copy of the settlement agreement, to review other documents about the case, or get answers to your questions:

- contact Class Counsel (information below)
- visit the settlement website at www.MATenantScreeningSettlement.com.
- access the Court Electronic Records (PACER) system online or by visiting the Clerk's office of the Court (address below).

Resource	Contact Information
Settlement **website**	www.MATenantScreeningSettlement.com
Settlement Administrator	Settlement Administrator [insert address] [insert phone number/email]
Class Counsel	Christine E. Webber and Brian Corman Cohen Milstein Sellers & Toll PLLC 1100 New York Ave. NW Fifth Floor Washington, DC 20005 [Settlement Dedicated Email Address] [Settlement Dedicated Phone Number] Todd S. Kaplan

	Greater Boston Legal Services 197 Friend Street Boston, MA 02114 [Settlement Dedicated Email Address] [Settlement Dedicated Phone Number] Stuart T. Rossman, Shennan Kavanagh, and Ariel C. Nelson National Consumer Law Center 7 Winthrop Square Boston, MA 02110 [Settlement Dedicated Email Address] [Settlement Dedicated Phone Number]
Court (DO NOT CONTACT)	U.S. District Court for Massachusetts John Joseph Moakley U.S. Courthouse 1 Courthouse Way, Suite 2300 Boston, Massachusetts 02210

Exhibit 4

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, ON BEHALF OF THEMSELVES AND SIMILARLY SITUATED PERSONS, AND COMMUNITY ACTION AGENCY OF SOMERVILLE, INC.,

Plaintiffs,

v.

SAFERENT SOLUTIONS, LLC AND METROPOLITAN MANAGEMENT GROUP, LLC,

Defendants.

Civil Action No. 1:22-CV-10800-AK

[PROPOSED] ORDER CERTIFYING THE CLASSES FOR SETTLEMENT PURPOSES AND DIRECTING NOTICE OF SETTLEMENT TO THE CLASSES

This matter comes before the Court on Plaintiffs' Unopposed Motion to Certify the Classes for Settlement Purposes and Direct Notice to the Settlement Classes (the "Motion"). After review and consideration of the parties' Class Action Settlement Agreement and Release (the "Agreement"), the papers filed in support of the Motion, including the Welsh Declaration and the proposed form of Notice to be disseminated to the Settlement Classes, and all prior proceedings in this action, the Court hereby FINDS, CONCLUDES, and ORDERS as follows:

1. Capitalized terms not otherwise defined herein have the meanings set forth in the Agreement.

2. The Court finds that this action is maintainable as a class action because the prerequisites of Fed. R. Civ. P. 23(a), (b)(2), and (b)(3) are met, for the reasons set forth in Plaintiffs' Memorandum. The Court therefore conditionally certifies, for settlement purposes

only, the following "Settlement Classes" as defined in the Agreement:

> All rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Income-Based Settlement Class");
>
> All Black and Hispanic rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and the date of the entry of the Preliminary Approval Order (the "Massachusetts Race-Based Settlement Class").

3. Certification of the Settlement Classes is for settlement purposes only, and is without prejudice to the parties in the event the Settlement is not finally approved by this Court or does not otherwise take effect.

4. For the reasons set forth in Plaintiffs' Memorandum, the Court finds that it will likely be able to approve the proposed Settlement set forth in the Agreement as fair, reasonable, and adequate, pursuant to Fed. R. Civ. P. 23(e)(2). The Court specifically finds that the Settlement is the product of arms' length negotiations between competent counsel, reached with the aid of an experienced professional mediator, and comes after adequate investigation of the facts and legal issues by Plaintiffs and Defendant SafeRent. The Court further preliminarily finds that the relief provided in the Settlement to the Settlement Classes is adequate, taking into account, among other things, the costs, risks, and delay of trial and appeal, and the proposed method of distributing compensation to the Settlement Classes; and that the Settlement treats Settlement Class Members equitably relative to one another.

5. The Court finds that Mary Louis and Monica Douglas have adequately represented and will continue to adequately represent the Settlement Classes, and therefore

appoints Ms. Louis and Ms. Douglas as the Settlement Class Representatives for both Settlement Classes.

6. The Court finds that Cohen Milstein Sellers & Toll PLLC, Greater Boston Legal Services, and the National Consumer Law Center have adequately represented, and will continue to adequately represent the Settlement Classes, and therefore appoints those law offices as Settlement Class Counsel.

7. The Court appoints Epiq as Settlement Administrator and directs Epiq to carry out all of the duties and responsibilities of Settlement Administrator as specified in the Agreement and this Order. All reasonable and necessary costs incurred by the Settlement Administrator will be paid exclusively as set forth in the Agreement.

8. The Court finds that there are grounds to issue Notice to all Settlement Class Members. The Court has reviewed the proposed Notice and the proposed method for distributing the Notice and concludes that such Notice constitutes the best notice practicable under the circumstances to the Settlement Classes and satisfies Rule 23(e) and due process, including by providing Settlement Class Members with sufficient information to enable them to make informed decisions as to the right to object or opt out of the Settlement, and hereby orders Settlement Class Counsel, SafeRent, and the Settlement Administrator to effectuate Notice of the Settlement as set forth in Section 4.2 of the Agreement.

9. The Court orders SafeRent to provide the names and, if reasonably available to SafeRent, the full or partial Social Security numbers, last known addresses, emails, and telephone numbers of all applicants for housing in Massachusetts who SafeRent assigned a SafeRent Score and, on the basis of that SafeRent Score and the threshold that the housing provider had set, recommended “decline” or “accept with conditions” on an application, between

May 25, 2020 and the date of entry of this Order.

10. The parties may hereafter agree to non-material changes to the notice plan, including to the form and content of the Notice, without seeking further approval of the Court.

11. The Court will hold a Final Approval Hearing pursuant to Fed. R. Civ. P. 23(e) on November 18, 2024 at the United States District Court for the District of Massachusetts for the following purposes:

a. To determine whether the proposed Settlement is fair, reasonable, and adequate and should be granted final approval by the Court;

b. To determine whether a final judgment should be entered dismissing the claims of the Settlement Classes with prejudice, as required by the Settlement;

c. To consider the application by Settlement Class Counsel for an award of attorney's fees and costs, and the application for service awards to the Settlement Class Representatives; and

d. To rule upon other such matters as the Court may deem appropriate.

This date, time, and place of the Final Approval Hearing shall be included in the settlement Notice to the Settlement Classes. If, however, the date and/or time of Final Approval Hearing is changed, notice of the change need only be posted by the Court on the case docket and by the Settlement Administrator on its case-related website.

12. If a Settlement Class Member chooses to opt out of the settlement, that Settlement Class Member is required to submit a request for exclusion to the Settlement Administrator that complies with the provisions set forth in Section 4.4 of the Agreement. The request for exclusion must be postmarked on or before the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after Notice is disseminated. To be effective, the request for exclusion must include (a) the

Settlement Class Member's full name, telephone number, and mailing address; (b) a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Classes; (c) an unequivocal reference by name of the Litigation, *e.g.*, "*Louis v. SafeRent*, Case No. 1:22-cv-10800"; and (d) the Settlement Class Member's signature or the signature or affirmation of an individual authorized to act on the Settlement Class Member's behalf.

13. Upon the Settlement Administrator's receipt of a timely and valid exclusion request, the Settlement Class Member shall be deemed excluded from the Settlement Classes and shall not be entitled to any benefits of the Settlement. A Settlement Class Member may request to be excluded from the Settlement only on the Settlement Class Member's own behalf; a Settlement Class Member may not request that other Settlement Class Members (or a group or subclass of Settlement Class Members) be excluded from the Settlement. The Settlement Administrator shall provide copies of all timely and valid exclusion requests to Settlement Class Counsel and SafeRent Counsel.

14. Any Class Member who wishes to be heard at the Final Approval Hearing, and/or who wishes for any objection to be considered, must comply with the objection provisions set forth in Section 4.6 of the Agreement. Any Settlement Class Member who wishes to object to the proposed Settlement must file or send to the Court a written objection that is postmarked or filed no later than the Exclusion/Objection Deadline, *i.e.*, no later than ninety (90) days after the Notice is first mailed. To be effective, an objection must (a) include an unequivocal reference to the case name and number of the Litigation, *e.g.*, "*Louis v. SafeRent*, Case No. 1:22-cv-10800"; (b) contain the full name, mailing address, and telephone number of the Settlement Class Member objecting to the Settlement (the "Objector"); (c) include the Objector's signature or the

signature or affirmation of an individual authorized to act on the Objector's behalf; (d) state with specificity the grounds for the objection; (e) state whether the objection applies only to the Objector, to a specific subset of the class, or to the entire class; (f) contain the name, address, bar number, and telephone number of counsel for the Objector, if represented or counseled in any degree by an attorney in connection with the objection; and (g) state whether the Objector intends to appear at the Final Approval Hearing, either personally or through counsel.

15. If the Objector or the Objector's attorney intends to call witnesses or present evidence at the Final Approval Hearing, the objection must in addition to the requirements above contain the following information: (a) a list identifying all witnesses whom the Objector may call at the Final Approval Hearing and all known addresses and phone numbers for each witness, together with a reasonably detailed report of the testimony the witness will offer at the hearing; and (b) a detailed description of all other evidence the Objector will offer at the Final Approval Hearing, including copies of any and all exhibits that the Objector may introduce at the Final Approval Hearing. To the extent any Settlement Class Member objects to the proposed Settlement and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Approval Order and accompanying Judgment.

16. Settlement Class Counsel or SafeRent Counsel may notice the deposition of the Objector and seek the production of documents and tangible things relevant to the Objector's objection on an expedited basis. Any objections to the scope of a deposition notice or a request to produce documents or other tangible things issued or served in connection with this provision shall be brought before the Court for resolution on an expedited basis.

17. Unless the Court directs otherwise, any Settlement Class Member who fails to comply with the provisions of the Settlement or this Order will waive and forfeit any and all

rights he, she, or it may have to object to the Settlement and/or to appear and be heard on said objection at the Final Approval Hearing. Failure to object waives a Settlement Class Member's right to appeal the Final Approval Order.

18. Other than such proceeding as are necessary to carry out the terms of the Settlement and this Order, all other deadlines set in this Action involving claims between the parties to the Settlement shall be suspended and all proceedings in this Action other than to effectuate the Settlement shall be stayed.

19. If the Court for any reason does not finally approve the Settlement or enter Judgment, or if any other order necessary to effectuate the Settlement is denied, or if the Court or a reviewing court takes any action to impair or reduce the scope or effectiveness of the Releases set forth in the Agreement or to impose greater or lesser financial or other burdens on SafeRent than those contemplated in the Agreement, then the Settlement shall be void *ab initio*. SafeRent shall also have the right to terminate the Settlement if the number of timely and valid opt-outs exceeds fifty (50).

20. This Preliminary Approval Order, the Settlement, and all negotiations, statements, agreements, and proceedings relating to the Settlement shall not constitute or be offered or received against SafeRent or the other Released Parties as evidence of an admission of the truth of any fact alleged by any Plaintiff in this action or any liability, fault, or wrongdoing of SafeRent or the Released Parties; or that this or any other action may be properly certified as a class action for litigation, non-settlement purposes.

21. The Court retains exclusive jurisdiction over this action to consider all further matters arising out of or connected with the Settlement.

22. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order or the Settlement. If a deadline is extended under this provision, notice of the change need only be posted by the Court on the case docket and by the Settlement Administrator on the Settlement Website. The following chart summarizes the dates and deadlines currently set by this Preliminary Approval Order:

Event	**Date**
SafeRent provides the names and, if reasonably available to SafeRent, the full or partial Social Security numbers and last known addresses, emails, and telephone numbers of persons described in Section 4.2.1 of the Agreement	within 7 days of entry of this Preliminary Approval Order
Notice is first disseminated to the Settlement Classes	within 30 days after SafeRent provides the names and identifying information of the persons described in Section 4.2.1 of the Agreement
Claim Submission, Objection, and Exclusion Deadline	90 days after Notice is first disseminated
Claim "cure" period described in Section 4.3.4 of the Agreement ends	135 days after Notice is first disseminated
Plaintiffs' deadline to file a motion for final approval of the Settlement	between 155 and 165 days after Notice is first disseminated
Final Approval Hearing	[On or after November 18, 2024]

Dated:

BY THE COURT:

_____

HONORABLE ANGEL KELLEY
UNITED STATES DISTRICT JUDGE

Exhibit 5

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, ON BEHALF OF THEMSELVES AND SIMILARLY SITUATED PERSONS, AND COMMUNITY ACTION AGENCY OF SOMERVILLE, INC.,

Plaintiffs,

vs.

NO. 1:22-CV-10800

SAFERENT SOLUTIONS, LLC AND METROPOLITAN MANAGEMENT GROUP, LLC,

Defendants.

DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING 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 have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. ("Epiq") and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq.

4. Epiq is an industry leader in class action administration, having implemented more than a thousand successful class action notice and settlement administration matters. Epiq has been involved with some of the most complex and significant notice programs in recent history, examples of which are discussed below. My team and I have experience with legal noticing in more than 575 cases, including more than 70 multidistrict litigation settlements, and have prepared

notices which have appeared in 53 languages and been distributed in almost every country, territory, and dependency in the world. Courts have recognized and approved numerous notice plans developed by Epiq, and those decisions have invariably withstood appellate and collateral review.

RELEVANT EXPERIENCE

5. I have served as a notice expert and have been recognized and appointed by courts to design and provide notice in many significant cases, including:

a) *In Re: Zoom Video Communications, Inc. Privacy Litigation*, 3:20-cv-02155 (N.D. Cal.), involved an extensive notice plan for a $85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media, which was provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website.

b) *In re Takata Airbag Products Liability Litigation*, MDL No. 2599, 1:15-md-02599 (S.D. Fla.), involved $1.91 billion in settlements with BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen regarding Takata airbags. The notice plans for those settlements included individual mailed notice to more than 61.8 million potential class members and extensive nationwide media via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and 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.

c) *In Re: Capital One Consumer Data Security Breach Litigation*, MDL No. 2915, 1:19-md-02915 (E.D. Va.), involved an extensive notice program for a $190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement

class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website.

d) *In re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626 (M.D. Fla), involved several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling $88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website.

e) *In re: Fairlife Milk Products Marketing and Sales Practices Litigation*, 1:19-cv-03924 (N.D. Ill.), for a $21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, a comprehensive media-based notice plan was designed and implemented. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website.

f) *In re Morgan Stanley Data Security Litigation*, 1:20-cv-05914 (S.D.N.Y.), involved a $60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents." More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website.

g) *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*, MDL No. 1720 (E.D.N.Y.), involved a $5.5 billion settlement reached by Visa and MasterCard. An intensive notice program included more than 19.8 million direct mail notices

sent to potential class members, together with insertions in over 1,500 newspapers, consumer magazines, national business publications, trade and specialty publications, with notices in multiple languages, and an extensive online notice campaign featuring banner notices that generated more than 770 million adult impressions. Sponsored search listings and a settlement website in eight languages expanded the notice program. For the subsequent settlement reached by Visa and MasterCard, an extensive notice program was implemented, which included over 16.3 million direct mail notices to class members together with more than 354 print publication insertions and banner notices, which generated more than 689 million adult impressions. The Second Circuit recently affirmed the settlement approval. *See* No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).

h) *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.), involved landmark settlement notice programs to distinct "Economic and Property Damages" and "Medical Benefits" settlement classes for BP's $7.8 billion settlement of claims related to the Deepwater Horizon oil spill. Notice efforts included more than 7,900 television spots, 5,200 radio spots, and 5,400 print insertions and reached over 95% of Gulf Coast residents.

6. Epiq has handled other cases involving sensitive issues and alleged harms for class members, including the following cases that involved some form of alleged discrimination.

Discrimination Cases	Case No. & Court
Jock et a. v. Sterling Jewelers Inc., involved allegations that Sterling employed pay and promotion practices with the purpose, and which had the effect, of engaging in discrimination on the basis of sex in violation of 42 U.S.C. § 2000e-5 et seq., 42 U.S.C. § 1981a, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991 (Title VII), and the Equal Pay Act, 29 U.S.C. § 206(d)(1) (EPA).	[Arbitration Case No. 11-16-00655-08 AAA] Case No. 1:08-cv-02875 (S.D.N.Y.)

Discrimination Cases	Case No. & Court
Bland et al. v. Edward Jones & Co. LP, involved a settlement class defined as "All African American and/or Black field-based Financial Advisors employed by Edward Jones as Financial Advisors in the United States who were eligible to serve Edward Jones clients and earn commissions at any time between May 24, 2014 and December 31, 2020." The case involved allegations for race discrimination and retaliation brought under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq. ("Title VII"), and/or 42 U.S.C. § 1981.	1:18-cv-3673 (N.D. Ill.)
Scott et al. v. Family Dollar Stores Inc., involved allegations that Family Dollar discriminated against female employees by paying them less than men are paid for the same job in violation of Title VII of the Civil Rights Act of 1964 and the Equal Pay Act of 1963.	3:08-cv-00540 (W.D.N.C.)

7. Courts have recognized our testimony regarding which method of notification is appropriate for a given case, and I have provided testimony on numerous occasions on whether a certain method of notice represents the best notice practicable under the circumstances. Numerous court opinions and comments regarding my testimony and the adequacy of our notice efforts are included in our *curriculum vitae*, which is included as **Attachment 1**.

8. In forming expert opinions, my staff and I 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, having received 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 Epiq since 2008 and have overseen the detailed planning of virtually all of our court-approved notice programs during that time. Overall, I have more than 23 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. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

10. This declaration describes the proposed Notice Program ("Notice Program") and notices (the "Notice" or "Notices") for *Louis et al. v. SafeRent Solutions, LLC et al.,* Case No. 1:22-cv-10800, pending in United States District Court for the District of Massachusetts. Epiq designed the proposed Notice Program based on our extensive prior experience and research into the notice issues particular to this case. We have analyzed and proposed the most effective method practicable of providing notice to the Settlement Classes.

DATA PRIVACY AND SECURITY

11. Epiq has procedures in place to protect the security of data for the Settlement Classes. As with all cases, Epiq will maintain extensive data security and privacy safeguards in its official capacity as the Settlement Administrator for this action. A Services Agreement, which formally retains Epiq as the Settlement Administrator, will govern Epiq's administration responsibilities for the action. Service changes or modification beyond the original contract scope will require formal contract addendum or modification. Epiq maintains adequate insurance in case of errors.

12. As a data processor, Epiq performs services on data provided, only as those outlined in a contract and/or associated statement(s) of work. Epiq does not utilize or perform other procedures on personal data provided or obtained as part of services to a client. For this action, Settlement Class Member data will be provided directly to Epiq. Epiq will not use such information or information to be provided by Settlement Class Members for any other purpose than the administration of this action, specifically the information will not be used, disseminated, or disclosed by or to any other person for any other purpose.

13. The security and privacy of clients' and class members' information and data are paramount to Epiq. That is why Epiq has invested in a layered and robust set of trusted security personnel, controls, and technology to protect the data we handle. To promote a secure environment for client and class member data, industry leading firewalls and intrusion prevention systems protect and monitor Epiq's network perimeter with regular vulnerability scans and penetration tests. Epiq

deploys best-in-class endpoint detection, response, and anti-virus solutions on our endpoints and servers. Strong authentication mechanisms and multi-factor authentication are required for access to Epiq's systems and the data we protect. In addition, Epiq has employed the use of behavior and signature-based analytics as well as monitoring tools across our entire network, which are managed 24 hours per day, 7 days per week, by a team of experienced professionals.

14. Epiq's world class data centers are defended by multi-layered, physical access security, including formal ID and prior approval before access is granted, closed-circuit television ("CCTV"), alarms, biometric devices, and security guards, 24 hours per day, 7 days per week. Epiq manages minimum Tier 3+ data centers in 18 locations worldwide. Our centers have robust environmental controls including uninterruptable power supply ("UPS"), fire detection and suppression controls, flood protection, and cooling systems.

15. Beyond Epiq's technology, our people play a vital role in protecting class members' and our clients' information. Epiq has a dedicated information security team comprised of highly trained, experienced, and qualified security professionals. Our teams stay on top of important security issues and retain important industry standard certifications, like SysAdmin, Audit, Network, and Security ("SANS"), Certified Information Systems Security Professional ("CISSP"), and Certified Information Systems Auditor ("CISA"). Epiq is continually improving security infrastructure and processes based on an ever-changing digital landscape. Epiq also partners with best-in-class security service providers. Our robust policies and processes cover all aspects of information security to form part of an industry leading security and compliance program, which is regularly assessed by independent third parties.

16. Epiq holds several industry certifications including: Trusted Information Security Assessment Exchange ("TISAX"), Cyber Essentials, Privacy Shield, and ISO 27001. In addition to retaining these certifications, we are aligned to Health Insurance Portability and Accountability Act ("HIPAA"), National Institute of Standards and Technology ("NIST"), and Federal Information Security Management Act ("FISMA") frameworks. Epiq follows local, national, and international privacy regulations. To support our business and staff, Epiq has a dedicated team to facilitate and

monitor compliance with privacy policies. Epiq is also committed to a culture of security mindfulness. All employees routinely undergo cybersecurity trainings to ensure that safeguarding information and cybersecurity vigilance is a core practice in all aspects of the work our teams complete.

17. Upon completion of a project, Epiq continues to host all data until otherwise instructed in writing by a customer to delete, archive or return such data. When a customer requests that Epiq delete or destroy all data, Epiq agrees to delete or destroy all such data; provided, however, that Epiq may retain data as required by applicable law, rule or regulation, and to the extent such copies are electronically stored in accordance with Epiq's record retention or back-up policies or procedures (including those regarding electronic communications) then in effect. Epiq keeps data in line with client retention requirements. If no retention period is specified, Epiq returns the data to the client or securely deletes it as appropriate.

NOTICE PROGRAM METHODOLOGY

18. Federal Rule of Civil Procedure, Rule 23 directs that notice must be "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort," and that "the notice may be by one or more of the following: United States mail, electronic means, or other appropriate means."[1] The Notice Program will satisfy these requirements.

NOTICE PROGRAM DETAIL

19. The Notice Program is designed to provide notice to the following "Settlement Classes" as defined in the *Class Action Settlement Agreement and Release* ("Settlement Agreement"):

> Massachusetts Income-Based Settlement Class
> [A]ll rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2021 and the date of entry of the Preliminary Approval Order.

[1] Fed. R. Civ. P. 23(c)(2)(B).

> Massachusetts Race-Based Settlement Class
> [A]ll Black and Hispanic rental applicants who used publicly funded housing vouchers and sought but were denied housing in Massachusetts because of their SafeRent Score at any property using SafeRent's tenant screening services between May 25, 2020 and the date of the entry of the Preliminary Approval Order.

20. The Notice Program is designed to reach the greatest practicable number of the Massachusetts Income-Based Settlement Class and the Massachusetts Race-Based Settlement Class ("Settlement Class Members"). Given our experience with similar notice efforts, we expect that the Notice Program individual notice efforts will reach at least 90% of the potential Settlement Class Members. The reach will be further enhanced by a Settlement Website. In my experience, the projected reach of the proposed Notice Program is consistent with other court-approved notice plans, is the best notice practicable under the circumstances of this case, and has been designed to satisfy the requirements of due process, including its "desire to actually inform" requirement.[2]

NOTICE PROGRAM

Individual Notice

21. It is my understanding from counsel for the parties that Epiq will be provided data from SafeRent's databases for persons who may be Settlement Class Members ("Settlement Class Spreadsheet"). The Settlement Class Spreadsheet will include last known addresses, email addresses (if any), telephone numbers (if any), and potentially other information that was submitted to SafeRent in connection with any application for rental housing in Massachusetts between May 25, 2020, and the date the Court enters an order approving notice to the Settlement Classes, for whom SafeRent generated a SafeRent Score and, on the basis of that SafeRent Score and the threshold that the housing provider set, recommended "decline" or "accept with conditions" on the application. This data will be used to provide individual notice to all potential

[2] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950) ("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 . . .").

Settlement Class Members for whom a valid email address and/or physical address and/or a valid telephone number is available.

22. An Email Notice will be sent to all persons on the Settlement Class Spreadsheet with an associated valid email address, and a printed Notice, Claim Form and Prepaid Return Envelope ("Mail Notice Package") will be sent via United States Postal Service ("USPS") first class mail to all persons on the Settlement Class Spreadsheet with an associated physical address. If approved by the Court, a Text Notice will be sent to all persons on the Settlement Class Spreadsheet with an associated valid telephone number. The Notices will clearly describe the case and the legal rights of the Settlement Class Members. In addition, the Notices will direct the recipients to a Settlement Website where they can access additional information.

Individual Notice – Email

23. Epiq will send an Email Notice to all persons on the Settlement Class Spreadsheet for whom a valid email address is available. The following industry standard best practices will be followed for the Email Notice efforts. The Email Notice will be drafted in such a way that the subject line, the sender, and the body of the message overcome SPAM filters and ensure readership to the fullest extent reasonably practicable. For instance, the Email Notice will use an embedded html text format. This format will provide easy to read text without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. The Email Notices will be sent from an IP address known to major email providers as one not used to send bulk "SPAM" or "junk" email blasts. Each Email Notice will be transmitted with a digital signature to the header and content of the Email Notice, which will allow ISPs to programmatically authenticate that the Email Notices are from our authorized mail servers. Each Email Notice will also be transmitted with a unique message identifier. The Email Notice will include an embedded link to the Settlement Website. By clicking the link, recipients will be able to access additional information about the case.

24. If the receiving email server cannot deliver the message, a "bounce code" will be returned along with the unique message identifier. For any Email Notice for which a bounce code is received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts will be made to deliver the Notice by email.

Individual Notice – Direct Mail

25. Epiq will send a Mail Notice Package to all persons on the Settlement Class Spreadsheet with an associated physical address. The Mail Notice Packages will be sent via USPS first-class mail. The printed Notice included in the Mail Notice Package will clearly and concisely summarize the case and the legal rights of the Settlement Class Members. The printed Notice will also direct the recipients to the Settlement Website where they can access additional information about the case. The Mail Notice Package will also include a Claim Form and Prepaid Return Envelope.

26. Prior to sending the Mail Notice Packages, mailing addresses will be checked against the National Change of Address ("NCOA") database maintained by the USPS to ensure address information for persons on the Settlement Class Spreadsheet is up-to-date and accurately formatted for mailing.[3] In addition, the addresses will be certified via the Coding Accuracy Support System ("CASS") to ensure the quality of the zip code, and will be 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.

27. The return address on the Mail Notice Packages will be a post office box that Epiq will maintain for this case. The USPS will automatically forward Mail Notice Packages with an available forwarding address order that has not expired ("Postal Forwards"). Mail Notice

[3] The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

Packages returned as undeliverable will be re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that may be found using a third-party lookup service. Upon successfully locating better addresses, Mail Notice Packages will be promptly remailed.

Individual Notice – Text Notice

28. Pursuant to the Settlement Agreement, a Text Notice may be sent if this method of providing notice is approved by the Court. It is my understanding from Counsel for the parties that telephone numbers may be available for some persons on the Settlement Class Spreadsheet, making individual notice by text feasible for those individuals. If approved, the Text Notice will include a link to the Settlement Website. By clicking the link, recipients will be able to access additional information about the case.

Settlement Website

29. Epiq will create and maintain a dedicated Settlement Website with an easy to remember domain name. Relevant documents, including the Settlement Agreement, Notice, Claim Form, Preliminary Approval Order, and other case-related documents will be posted on the Settlement Website. The Settlement Website will also provide the ability for Settlement Class Members to file an online Claim Form. In addition, the Settlement Website will include relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members may opt-out (request exclusion) from or object to the Settlement, contact information for the Settlement Administrator, and how to obtain other case-related information. The Settlement Website address will be prominently displayed in all notice documents.

Toll-Free Telephone Number and Other Contact Information

30. A toll-free telephone number will be established for the Settlement. Callers will be able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and request that a printed Notice be mailed to them. This

automated phone system will be available 24 hours per day, 7 days per week. During normal business hours, callers will also have the option to speak to a live operator. The toll-free telephone number will be prominently displayed in all notice documents.

31. A postal mailing address will be established to allow Settlement Class Members the opportunity to request additional information or ask questions.

Claim Submission & Distribution Options

32. The Settlement provides Settlement Class Members the option of filing a Claim Form. The proposed Notices contain a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class Members can file a Claim Form online or by mail or email. With any method of filing a Claim Form, Settlement Class Members will be given the option of receiving a digital payment or a traditional paper check.

Reminder Notice

33. Pursuant to the Settlement Agreement, at the election of Settlement Class Counsel, Epiq may be directed to send Reminder Notices. If implemented, the Reminder Notices will be sent after the individual notice efforts described above are complete, and prior to the claim filing deadline. The Reminder Notices will be sent to all persons on the Settlement Class Spreadsheet with an associated valid email address or via USPS first class mail to all persons on the Settlement Class Spreadsheet with an associated physical address who have not yet filed a Claim Form or requested exclusion from the Settlement. If approved by the Court, a Reminder Notice will be sent via text message to all persons on the Settlement Class Spreadsheet with an associated valid telephone number and who have not yet filed a Claim Form or requested exclusion from the Settlement. The Reminder Notices will include a link directly to the Settlement Website and/or provide the Settlement Website address.

Cost of Notice Implementation and Settlement Administration

34. Based on reasonable assumptions, the cost to implement the Notice Program and provide settlement administration is estimated to be between $110,000 and $135,000 (this is not a minimum or a cap). This approximate cost includes email and/or mailed notice (including

postage), undeliverable mail processing and address research, website and toll-free telephone support, claims processing, distributions, and associated project management. Final total costs are dependent upon variables such as the amount of time needed to prepare the Class Member Database for mailing, number of telephone calls to the telephone toll-free line, number of notices sent, number of undeliverable notices received, whether reminder noticing is sent, etc. All costs are subject to the Service Contract under which Epiq will be retained as a Settlement Administrator, and the terms and conditions of that agreement.

CONCLUSION

35. 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 plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements will be met in this case.

36. The Notice Program includes individual notice to persons who are likely to be Settlement Class Members. I reasonably expect the proposed Notice Program will reach at least 90% of the potential Settlement Classes with individual notice. The reach will be further enhanced by a Settlement Website, which is not included in the estimated reach calculation. In 2010, the Federal Judicial Center ("FJC") issued a Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide, which is illustrative for class actions in state court, states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach

between 70–95%."[4] Here, we have developed a Notice Program that will readily achieve a reach at the high-end of that standard.

37. The Notice Program follows the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

a) "[W]hen 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); and

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 (1974) (citing *Mullane*, 339 U.S. at 314).

38. The Notice Program for this case will provide the best notice practicable under the circumstances, conforms to all aspects of Federal Rules of Civil Procedure Rule 23 regarding notice, comports with the guidance for effective notice articulated in the Manual for Complex Litigation, Fourth, and satisfies the requirements of due process, including its "desire to actually inform" requirement.

39. The Notice Program schedule will afford sufficient time to provide full and proper notice to Settlement Class Members before the opt-out and objection deadlines.

40. I declare under penalty of perjury that the foregoing is true and correct. Executed March 26, 2024.

Cameron R. Azari, Esq.

[4] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0.

Attachment 1

HILSOFT NOTIFICATIONS

Hilsoft Notifications ("Hilsoft") 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. Our notice programs satisfy due process requirements and withstand judicial scrutiny. Hilsoft is a business unit of Epiq Class Action & Claims Solutions, Inc. ("Epiq"). Hilsoft has been retained by defendants or plaintiffs for more than 575 cases, including more than 70 MDL case settlements, with notices appearing in more than 53 languages and in almost every country, territory, and dependency in the world. For more than 25 years, Hilsoft's notice plans have been approved and upheld by courts. Case examples include:

- Hilsoft implemented an extensive notice program for a $190 million data breach settlement. Notice was sent to more than 93.6 million settlement class members by email or mail. The individual notice efforts reached approximately 96% of the identified settlement class members and were enhanced by a supplemental media plan that included banner notices and social media notices (delivering more than 123.4 million impressions), sponsored search, and a settlement website. ***In Re: Capital One Consumer Data Security Breach Litigation*** MDL No. 2915, 1:19-md-02915 (E.D. Va.).

- Hilsoft designed and implemented an extensive notice plan for a $85 million privacy settlement involving Zoom, the most popular videoconferencing platform. Notice was sent to more than 158 million class members by email or mail and millions of reminder notices were sent to stimulate claim filings. The individual notice efforts reached approximately 91% of the class and were enhanced by supplemental media provided with regional newspaper notice, nationally distributed digital and social media notice (delivering more than 280 million impressions), sponsored search, an informational release, and a settlement website. ***In Re: Zoom Video Communications, Inc. Privacy Litigation*** 3:20-cv-02155 (N.D. Cal.).

- Hilsoft designed and implemented several notice programs to notify retail purchasers of disposable contact lenses regarding four settlements with different settling defendants totaling $88 million. For each notice program more than 1.98 million email or postcard notices were sent to potential class members and a comprehensive media plan was implemented, with a well-read nationwide consumer publication, internet banner notices (delivering more than 312.9 million – 461.4 million impressions per campaign), sponsored search listings, and a case website. ***In re: Disposable Contact Lens Antitrust Litigation*** 3:15-md-02626 (M.D. Fla.).

- For a $21 million settlement that involved The Coca-Cola Company, fairlife, LLC, and other defendants regarding allegations of false labeling and marketing of fairlife milk products, Hilsoft designed and implemented a media based notice plan. The plan included a consumer print publication notice, targeted banner notices, and social media (delivering more than 620.1 million impressions in English and Spanish nationwide). Combined with individual notice to a small percentage of the class, the notice plan reached approximately 80.2% of the class. The reach was further enhanced by sponsored search, an informational release, and a website. ***In re: fairlife Milk Products Marketing and Sales Practices Litigation*** 1:19-cv-03924 (N.D. Ill.).

- For a $60 million settlement for Morgan Stanley Smith Barney's account holders in response to "Data Security Incidents," Hilsoft designed and implemented an extensive individual notice program. More than 13.8 million email or mailed notices were delivered, reaching approximately 90% of the identified potential settlement class members. The individual notice efforts were supplemented with nationwide newspaper notice and a settlement website. ***In re Morgan Stanley Data Security Litigation*** 1:20-cv-05914 (S.D.N.Y.).

- Hilsoft designed and implemented numerous monumental notice campaigns to notify current or former owners or lessees of certain BMW, Mazda, Subaru, Toyota, Honda, Nissan, Ford, and Volkswagen vehicles as part of $1.91 billion in settlements regarding Takata airbags. The Notice Plans included mailed notice to more than 61.8 million potential class members and notice via consumer publications, U.S. Territory newspapers, radio, internet banners, mobile banners, and 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, 4.0 times each. ***In re: Takata Airbag Products Liability Litigation*** MDL No. 2599 (S.D. Fla.).

- Hilsoft designed and implemented a notice plan for a false advertising settlement. The notice plan included a nationwide media plan with a consumer print publication, digital notice and social media (delivering more than 231.6 million impressions nationwide in English and Spanish) and was combined with individual notice via email or postcard to more than 1 million identified class members. The notice plan reached approximately 79% of Adults, Aged 21+ in the U.S. who drink alcoholic beverages, an average of 2.4 times each. The reach was further enhanced by internet sponsored search listings, an informational release, and a website. ***Browning et al. v. Anheuser-Busch, LLC*** 20-cv-00889 (W.D. Mo.).

- For a $63 million settlement, Hilsoft designed and implemented a comprehensive, nationwide media notice effort using magazines, digital banners and social media (delivering more than 758 million impressions), and radio (traditional and satellite), among other media. The media notice reached at least 85% of the class. In addition, more than 3.5 million email notices and/or postcard notices were delivered to identified class members. The individual notice and media notice were supplemented with outreach to unions and associations, sponsored search listings, an informational release, and a website. ***In re: U.S. Office of Personnel Management Data Security Breach Litigation*** MDL No. 2664, 15-cv-01394 (D.D.C.).

- For a $50 million settlement on behalf of certain purchasers of Schiff Move Free® Advanced glucosamine supplements, nearly 4 million email notices and 1.1 million postcard notices were sent. The individual notice efforts sent by Hilsoft were delivered to approximately 98.5% of the identified class sent notice. A media campaign with banner notices and sponsored search combined with the individual notice efforts reached at least 80% of the class. ***Yamagata et al. v. Reckitt Benckiser LLC*** 3:17-cv-03529 (N.D. Cal.).

- In response to largescale municipal water contamination in Flint, Michigan, Hilsoft's expertise was relied upon to design and implement a comprehensive notice program. Direct mail notice packages and reminder email notices were sent to identified class members. In addition, Hilsoft implemented a media plan with local newspaper publications, online video and audio ads, local television and radio ads, sponsored search, an informational release, and a website. The media plan also included banner notices and social media notices geo-targeted to Flint, Michigan and the state of Michigan. Combined, the notice program individual notice and media notice efforts reached more than 95% of the class. ***In re Flint Water Cases*** 5:16-cv-10444, (E.D. Mich.).

- Hilsoft implemented an extensive notice program for several settlements alleging improper collection and sharing of personally identifiable information (PII) of drivers on certain toll roads in California. The settlements provided benefits of more than $175 million, including penalty forgiveness. Combined, more than 13.8 million email or postcard notices were sent, reaching approximately 93% - 95% of class members across all settlements. Individual notice was supplemented with banner notices and publication notices in select newspapers all geo-targeted within California. Sponsored search listings and a settlement website further extended the reach of the notice program. ***In re Toll Roads Litigation*** 8:16-cv-00262 (C.D. Cal.).

- For a landmark $6.05 billion settlement reached by Visa and MasterCard, Hilsoft implemented an extensive notice program with more than 19.8 million direct mail notices together with insertions in more than 1,500 newspapers, consumer magazines, national business publications, and trade and specialty publications, with notices in multiple languages, and an online banner notice campaign that generated more than 770 million impressions. Sponsored search listings and a website in eight languages expanded the notice efforts. For a subsequent, $5.54 billion settlement reached by Visa and MasterCard, Hilsoft implemented a notice program with more than 16.3 million direct mail notices, more than 354 print publication insertions, and banner notices that generated more than 689 million impressions. ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** MDL No. 1720, 1:05-md-01720, (E.D.N.Y.). The Second Circuit affirmed the settlement approval. *See* No. 20-339 *et al.*, — F.4th —, 2023 WL 2506455 (2d Cir. Mar. 15, 2023).

- Hilsoft provided notice for the $113 million lithium-ion batteries antitrust litigation settlements with individual notice via email to millions of class members, banner and social media ads, an informational release, and a website. ***In re: Lithium Ion Batteries Antitrust Litigation*** MDL No. 2420, 4:13-md-02420, (N.D. Cal.).

- For a $26.5 million settlement, Hilsoft implemented a notice program targeted to people aged 13+ in the U.S. who exchanged or purchased in-game virtual currency for use within *Fortnite* or *Rocket League*. More than 29 million email notices and 27 million reminder notices were sent to class members. In addition, a targeted media notice program was implemented with internet banner and social media notices, *Reddit* feed ads, and *YouTube* pre-roll ads, generating more than 350.4 million impressions. Combined, the notice efforts reached approximately 93.7% of the class. ***Zanca et al. v. Epic Games, Inc.*** 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.).

- Hilsoft developed an extensive media-based notice program for a settlement regarding Walmart weighted goods pricing. Notice consisted of highly visible national, consumer print publications and targeted digital banner notices and social media. The banner notices generated more than 522 million impressions. Sponsored search, an informational release, and a settlement website further expanded the reach. The notice program reached approximately 75% of the class an average of 3.5 times each. ***Kukorinis v. Walmart, Inc.*** 1:19-cv-20592 (S.D. Fla.).

- For a $250 million settlement with approximately 4.7 million class members, Hilsoft designed and implemented a notice program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program that reached 78.8% of all U.S. adults aged 35+, approximately 2.4 times each. ***Hale v. State Farm Mutual Automobile Insurance Company et al.*** 3:12-cv-00660 (S.D. Ill.).

- Hilsoft designed and implemented an extensive individual notice program for a $32 million settlement. Notice efforts included 8.6 million double-postcard notices and 1.4 million email notices sent to inform class members of the settlement. The individual notice efforts reached approximately 93.3% of the settlement class. An informational release, geo-targeted publication notice, and a website further enhanced the notice efforts. ***In re: Premera Blue Cross Customer Data Security Breach Litigation*** MDL No. 2633, 3:15-md-2633 (D. Ore.).

- For a $20 million Telephone Consumer Protection Act ("TCPA") settlement, Hilsoft created a notice program with mail or email notice to more than 6.9 million class members and media notice via newspaper and internet banners, which combined reached approximately 90.6% of the class. ***Vergara et al., v. Uber Technologies, Inc.*** 1:15-cv-06972 (N.D. Ill.).

- An extensive notice effort was designed and implemented by Hilsoft for asbestos personal injury claims and rights as to Debtors' Joint Plan of Reorganization and Disclosure Statement. The notice program included nationwide consumer print publications, trade and union labor publications, internet banner ads, an informational release, and a website. ***In re: Kaiser Gypsum Company, Inc. et al.*** 16-cv-31602 (Bankr. W.D. N.C.).

- A comprehensive notice program within the *Volkswagen Emissions Litigation* provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 vehicle owners via email. A targeted internet campaign further enhanced the notice efforts. ***In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation (Bosch Settlement)*** MDL No. 2672 (N.D. Cal.).

- Hilsoft handled a large asbestos bankruptcy bar date notice effort with 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.*** 14-10979 (Bankr. D. Del.).

- For overdraft fee class action settlements from 2010-2020, Hilsoft developed programs integrating individual notice, and in some cases paid media notice efforts for more than 20 major U.S. commercial banks. ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.).

- For one of the largest and most complex class action cases in Canadian history, Hilsoft designed and implemented groundbreaking notice to disparate, remote Indigenous people for this multi-billion-dollar settlement. ***In re: Residential Schools Class Action Litigation*** 00-cv-192059 CPA (Ont. Super. Ct.).

- For BP's $7.8 billion settlement related to the Deepwater Horizon oil spill, possibly the most complex class action case in U.S. history, Hilsoft opined on all forms of notice and designed and implemented a dual notice program for "Economic and Property Damages" and "Medical Benefits." The notice program reached at least 95% of Gulf Coast region adults with more than 7,900 television spots, 5,200 radio spots, 5,400 print insertions in newspapers, consumer publications and trade journals, digital media, and individual notice. Hilsoft also implemented one of the largest claim deadline notice campaigns, with a combined measurable paid print, television, radio, and internet notice effort, reaching 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.).

- A point of sale notice effort with 100 million notices distributed to Lowe's purchasers during a six-week period regarding a Chinese drywall settlement. ***Vereen v. Lowe's Home Centers*** SU10-cv-2267B (Ga. Super. Ct.).

Cameron Azari, Esq., Epiq Senior Vice President, Hilsoft Director of Legal Notice

Cameron Azari, Esq. has more than 22 years of experience in the design and implementation of legal notice and claims administration programs. He is a nationally recognized expert in the creation of class action notice campaigns in compliance with FRCP Rule 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: Zoom Video Communications, Inc. Privacy Litigation, In re: Takata Airbag Products Liability Litigation, In re: fairlife Milk Products Marketing and Sales Practices Litigation, In re: Disposable Contact Lens Antitrust Litigation, In re Flint Water Cases, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa)*, In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch Settlement)*, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010, In re: Checking Account Overdraft Litigation,* 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 FRCP Rule 23 notice requirements, 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.

Kyle Bingham, Director – Epiq Legal Noticing

Kyle Bingham has more than 15 years of experience in the advertising industry. At Hilsoft and Epiq, Kyle is responsible for overseeing the research, planning, and execution of advertising campaigns for legal notice programs including class action, bankruptcy, and other legal cases. Kyle has been involved in the design and implementation of numerous legal notice campaigns, including *In re: Takata Airbag Products Liability Litigation, Browning et al. v. Anheuser-Busch, LLC, Zanca et al. v. Epic Games, Inc., Kukorinis v. Walmart, Inc., In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation* (Bosch), *In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa), *In re: Energy Future Holdings Corp. et al. (Asbestos Claims Bar Notice), In re: Residential Schools Class Action Litigation,* and *Hale v. State Farm Mutual Automobile Insurance Company*. Kyle also handles and has worked on more than 350 CAFA notice mailings. Prior to joining Epiq and Hilsoft, Kyle worked at Wieden+Kennedy for seven years, an industry-leading advertising agency where he planned and purchased print, digital and broadcast media, and presented strategy and media campaigns to clients for multi-million-dollar branding campaigns and regional direct response initiatives. He received his B.A. from Willamette University. Kyle can be reached at kbingham@epiqglobal.com.

Stephanie Fiereck, Esq., Director of Legal Noticing

Stephanie Fiereck has more than 20 years of class action and bankruptcy administration experience. She has worked on all aspects of class action settlement administration, including pre-settlement class action legal noticing work with clients and complex settlement administration. Stephanie is responsible for assisting clients with drafting detailed legal notice documents and writing declarations. During her career, she has written more than 1,000 declarations while working on an array of cases including: *In Re: Zoom Video Communications, Inc. Privacy Litigation, In re: Takata Airbag Products Liability Litigation, In Re: Capital One Consumer Data Security Breach Litigation, In re: fairlife Milk Products Marketing and Sales Practices Litigation, In re Flint Water Cases, In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (MasterCard & Visa)*, In re: Energy Future Holdings Corp. et al.* (Asbestos Claims Bar Notice)*, Hale v. State Farm Mutual Automobile Insurance Company, In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico on April 20, 2010,* and *In re: Checking Account Overdraft Litigation*. Stephanie has handled more than 400 CAFA notice mailings. Prior to joining Hilsoft, she was a Vice President at Wells Fargo Bank for five years where she led the class action services business unit. She has authored numerous articles regarding legal notice and settlement administration. Stephanie is an active member of the Oregon State Bar. She received her B.A. from St. Cloud State University and her J.D. from the University of Oregon School of Law. Stephanie can be reached at sfie@epiqglobal.com.

Lauran Schultz, Epiq Managing Director

Lauran Schultz consults with Hilsoft clients on complex noticing issues. 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 since 2005. High profile actions he has been involved in include working with 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** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2022, Amsterdam, The Netherlands, Nov. 17, 2022.
- **Cameron Azari** Speaker, "Driving Claims in Consumer Settlements: Notice/Claim Filing and Payments in the Digital Age." Mass Torts Made Perfect Bi-Annual Conference, Las Vegas, NV, Oct. 12, 2022.
- **Cameron Azari** Chair, "Panel Discussion: Class Actions Case Management." Global Class Actions Symposium 2021, London, UK, Nov. 16, 2021.
- **Cameron Azari** Speaker, "Mass Torts Made Perfect Bi-Annual Conference." Class Actions Abroad, Las Vegas, NV, Oct. 13, 2021.
- **Cameron Azari** Speaker, "Virtual Global Class Actions Symposium 2020, Class Actions Case Management Panel." Nov. 18, 2020.
- **Cameron Azari** Speaker, "Consumers and Class Action Notices: An FTC Workshop." Federal Trade Commission, Washington, DC, Oct. 29, 2019.
- **Cameron Azari** Speaker, "The New Outlook for Automotive Class Action Litigation: Coattails, Recalls, and Loss of Value/Diminution Cases." ACI's Automotive Product Liability Litigation Conference, American Conference Institute, Chicago, IL, July 18, 2019.
- **Cameron Azari** Moderator, "Prepare for the Future of Automotive Class Actions." Bloomberg Next, Webinar-CLE, Nov. 6, 2018.
- **Cameron Azari** Speaker, "The Battleground for Class Certification: Plaintiff and Defense Burdens, Commonality Requirements and Ascertainability." 30th National Forum on Consumer Finance Class Actions and Government Enforcement, Chicago, IL, July 17, 2018.
- **Cameron Azari** Speaker, "Recent Developments in Class Action Notice and Claims Administration." PLI's Class Action Litigation 2018 Conference, New York, NY, June 21, 2018.
- **Cameron Azari** Speaker, "One Class Action or 50? Choice of Law Considerations as Potential Impediment to Nationwide Class Action Settlements." 5th Annual Western Regional CLE Program on Class Actions and Mass Torts, Clyde & Co LLP, San Francisco, CA, June 22, 2018.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, *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, Dec. 6, 2016.
- **Cameron Azari** Speaker, "Recent Developments in Consumer Class Action Notice and Claims Administration." Berman DeValerio Litigation Group, San Francisco, CA, June 8, 2016.
- **Cameron Azari** Speaker, "2016 Cybersecurity & Privacy Summit. Moving From 'Issue Spotting' To Implementing a Mature Risk Management Model." King & Spalding, Atlanta, GA, Apr. 25, 2016.
- **Stephanie Fiereck** Author, "Tips for Responding to a Mega-Sized Data Breach." *Law360,* May 2016.
- **Cameron Azari** Speaker, "Live Cyber Incident Simulation Exercise." Advisen's Cyber Risk Insights Conference, London, UK, Feb. 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** and **Stephanie Fiereck** Co-Authors, "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, Apr. 7-8, 2014.
- **Cameron Azari** Speaker, "Class Settlement Update – Legal Notice and Court Expectations." PLI's 19th Annual Consumer Financial Services Institute Conference, Chicago, IL, Apr. 28-29, 2014.
- **Stephanie Fiereck** Author, "Planning For The Next Mega-Sized Class Action Settlement." *Law360,* Feb. 2014.
- **Cameron Azari** Speaker, "Legal Notice in Consumer Finance Settlements - Recent Developments." ACI's Consumer Finance Class Actions and Litigation, New York, NY, Jan. 29-30, 2014.
- **Cameron Azari** Speaker, "Legal Notice in Building Products Cases." HarrisMartin's Construction Product Litigation Conference, Miami, FL, Oct. 25, 2013.
- **Cameron Azari** and **Stephanie Fiereck** Co-Authors, "Class Action Legal Noticing: Plain Language Revisited." *Law360*, Apr. 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, Jan. 31-Feb. 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, Jan. 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, Jan. 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, "Structuring a Litigation Settlement." CLE International's 3rd Annual Conference on Class Actions, Los Angeles, CA, 2007.
- **Cameron Azari** Speaker, "Noticing and Response Rates in Class Action Settlements." Class Action Bar Gathering, Vancouver, British Columbia, 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.
- **Stephanie Fiereck** Author, "Consultant Service Companies Assisting Counsel in Class-Action Suits." *New Jersey Lawyer*, Vol. 14, No. 44, Oct. 2005.
- **Stephanie Fiereck** Author, "Expand Your Internet Research Toolbox." The American Bar Association, *The Young Lawyer*, Vol. 9, No. 10, July/Aug. 2005.
- **Stephanie Fiereck** Author, "Class Action Reform: Be Prepared to Address New Notification Requirements." BNA, Inc. The Bureau of National Affairs, Inc. *Class Action Litigation Report*, Vol. 6, No. 9, May 2005.
- **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.
- **Stephanie Fiereck** Author, "Bankruptcy Strategies Can Avert Class Action Crisis." TMA - *The Journal of Corporate* Renewal, Sept. 2004.
- **Cameron Azari** Author, "FRCP 23 Amendments: Twice the Notice or No Settlement." Current Developments – Issue II, Aug. 2003.
- **Cameron Azari** Speaker, "A Scientific Approach to Legal Notice Communication." Weil Gotshal Litigation Group, New York, NY, 2003.

JUDICIAL COMMENTS

Judge David O. Carter, *In re: California Pizza Kitchen Data Breach Litigation* (Feb. 22, 2023) 8:21-cv-01928 (C.D. Cal.):

> *The Court finds that the Class Notice plan provided for in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide due and sufficient notice to the Settlement Class regarding the existence and nature of the Consolidated Cases, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge David Knutson, *Duggan et al. v. Wings Financial Credit Union* (Feb. 3, 2023) 19AV-cv-20-2163 (Dist. Ct., Dakota Cnty., Minn.):

> *The Court finds that notice of the Settlement to the Class was the best notice practicable and complied with the requirements of Due Process.*

Judge Clarence M. Darrow, *Rivera v. IH Mississippi Valley Credit Union* (Jan. 26, 2023) 2019 CH 299 (Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill.):

> *The Court finds that the distribution of the Notices and the notice methodology were properly implemented in accordance with the terms of the Settlement Agreement and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and Class members have received the best notice practicable under the circumstances of the pendency of this action, their right to opt out, their right to object to the settlement, and all other relevant matters. The notices provided to the class met all requirements of due process, 735 ILCS 5/8-2001, et seq., and any other applicable law.*

Judge Andrew M. Lavin, *Brower v. Northwest Community Credit Union* (Jan. 18, 2023) 20CV38608 (Ore. Dist. Ct. Multnomah Cnty.):

> *This Court finds that the distribution of the Class Notice was completed in accordance with the Preliminary Approval/Notice Order, signed September 8, 2022, was made pursuant to ORCP 32 D, and fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.*

Judge Gregory H. Woods, *Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications, Inc.* (Jan. 5, 2023) 1:20-cv-02667 (S.D.N.Y.):

> *The Court finds that the notice provided to the Class Members was the best notice practicable under the circumstances, and that it complies with the requirements of Rule 23(c)(2).*

Judge Ledricka Thierry, *Opelousas General Hospital Authority v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana* (Dec. 21, 2022) 16-C-3647 (27th Jud. D. Ct. La.):

> *Notice given to Class Members and all other interested parties pursuant to this Court's order of October 31, 2022, was reasonably calculated to apprise interested parties of the pendency of the action, the certification of the Class as defined, 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 Dale S. Fischer, *DiFlauro, et al. v. Bank of America, N.A.* (Dec. 19, 2022) 2:20-cv-05692 (C.D. Cal.):

> *The form and means of disseminating the Class Notice as provided for in the Order Preliminarily Approving Settlement and Providing for Notice constituted the best notice practicable under the circumstances, including individual notice to all Members of the Class who could be identified through reasonable effort. Said Notice provided the best notice practicable under the circumstances of the proceedings and the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said Notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.*

Judge Stephen R. Bough, *Browning et al. v. Anheuser-Busch, LLC* (Dec. 19, 2022) 4:20-cv-00889 (W.D. Mo.):

> *The Court has determined that the Notice given to the Classes, in accordance with the Notice Plan in the Settlement Agreement and the Preliminary Approval Order, fully and accurately informed members of the Classes of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the Notice given to the Classes was adequate and reasonable.*

Judge Robert E. Payne, *Haney et al. v. Genworth Life Insurance Co. et al.* (Dec. 12, 2022) 3:22-cv-00055 (E.D. Va.):

> *The Court preliminarily approved the Amended Settlement Agreement on July 7, 2022, and directed that notice be sent to the Class. ECF No. 34. The Notice explained the policy election options afforded to class members, how they could communicate with Class Counsel about the Amended Settlement Agreement, their rights and options thereunder, how they could examine certain information on a website that was set up as part of the settlement process, and their right to object to the proposed settlement and opt out of the proposed case. Class members were also informed that they could contact independent counsel of their choice for advice.*
>
> *In assessing the adequacy of the Notice, as well as the fairness of the settlement itself, it is important that, according to the record, as of November 1, 2022, the Notice reached more than 99% of the more than 352,000 class members.*
>
> *All things considered, the Notice is adequate under the applicable law….*

Judge Danielle Viola, *Dearing v. Magellan Health, Inc. et al.* (Dec. 5, 2022) CV2020-013648 (Sup. Ct. Cnty. Maricopa, Ariz.):

> *The Court finds that the Notice to the Settlement Class fully complied with the requirements of the Arizona Rules of Civil Procedure and due process, has constituted the best notice practicable under the circumstances, was reasonably calculated to provide, and did provide, due and sufficient notice to Settlement Class Members regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, the rights of Settlement Class Members to exclude themselves from or object to the Settlement, the right to appear at the Final Fairness Hearing, and to receive benefits under the Settlement Agreement.*

Judge Michael A. Duddy, *Churchill et al. v. Bangor Savings Bank* (Dec. 5, 2022) BCD-CIV-2021-00027 (Maine Bus. & Consumer Ct.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice.*

Judge Andrew Schulman, *Guthrie v. Service Federal Credit Union* (Nov. 22, 2022) 218-2021-CV-00160 (Sup. Ct. Rockingham Cnty., N.H.):

> *The notice given to the Settlement Class of the Settlement and the other matters set forth therein was the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said notice provided due and adequate notice of these proceedings and of the matters set forth in the Agreement, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of New Hampshire law and due process.*

Judge Charlene Edwards Honeywell, *Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute* (Nov. 14, 2022) 8:20-cv-01798 (M.D. Fla):

> *The Court finds and determines that the Notice Program, preliminarily approved on May 16, 2022, and implemented on June 15, 2022, constituted the best notice practicable under the circumstances, constituted due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Notice Program involved direct notice via e-mail and postal mail providing details of the Settlement, including the benefits available, how to exclude or object to the Settlement, when the Final Fairness Hearing would be held, and how to inquire further about details of the Settlement. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members. The Court further finds that notice has been provided to the appropriate state and federal officials in accordance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715, drawing no objections.*

Judge Thomas W. Thrash, Jr., *Callen v. Daimler AG and Mercedes-Benz USA, LLC* (Nov. 7, 2022) 1:19-cv-01411 (N.D. Ga.):

> *The Court finds that notice was given in accordance with the Preliminary Approval Order (Dkt. No. 79), and that the form and content of that Notice, and the procedures for dissemination thereof, afforded adequate protections to Class Members and satisfy the requirements of Rule 23(e) and due process and constitute the best notice practicable under the circumstances.*

Judge Mark Thomas Bailey, *Snyder et al. v. The Urology Center of Colorado, P.C.* (Oct. 30, 2022) 2021CV33707 (2nd Dist. Ct, Cnty. of Denver Col.):

> *The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Litigation, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class Members to exclude themselves from the Settlement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Colorado Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Amy Berman Jackson*, In re: U.S. Office of Personnel Management Data Security Breach Litigation* (Oct. 28, 2022) MDL No. 2664, 15-cv-01394 (D.D.C.):

> *The Court finds that notice of the Settlement was given to Class Members in accordance with the Preliminary Approval Order, and that it constituted the best notice practicable of the matters set forth therein, including the Settlement, to all individuals entitled to such notice. It further finds that the notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.*

Judge John R. Tunheim*, In re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs)* (Smithfield Foods, Inc.) (Oct. 19, 2022) 18-cv-01776 (D. Minn.):

> *The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Harvey E. Schlesinger*, In re Disposable Contact Lens Antitrust Litigation* **(Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.)** (Oct. 12, 2022) 3:15-md-02626 (M.D. Fla):

> *The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; and (vi) the right to appear at the Fairness Hearing; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreements; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).*

Judge George H. Wu, *Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al.* (Oct. 11, 2022) 2:18-cv-03019 (C.D. Cal):

> *[T]he Court finds that the Notice and notice methodology implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order: (a) constituted methods that were reasonably calculated to inform the members of the Settlement Class of the Settlement and their rights thereunder; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the litigation, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all persons entitled to notice; and (d) met all applicable requirements of the Federal Rules of Civil Procedure, and any other applicable law.*

Judge Robert M. Dow, Jr., *In re: fairlife Milk Products Marketing and Sales Practices Litigation* (Sept. 28, 2022) MDL No. 2909, 1:19-cv-03924 (N.D. Ill.):

> *The Court finds that the Class Notice Program implemented pursuant to the Settlement Agreement and the Order preliminarily approving the Settlement … (i) constituted the best practicable notice, (ii) constituted notice that was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of the Litigation, of their right to object to or exclude themselves from the proposed Settlement, of their right to appear at the Fairness Hearing, and of their right to seek monetary and other relief, (iii) constituted reasonable, due, adequate, and sufficient notice to all persons entitled to receive notice, and (iv) met all applicable requirements of due process and any other applicable law.*

Judge Ethan P. Schulman, *Rodan & Fields LLC; Gorzo et al. v. Rodan & Fields, LLC* (Sept. 28, 2022) CJC-18-004981, CIVDS 1723435 & CGC-18-565628 (Sup. Ct. Cal., Cnty. of San Bernadino & Sup. Ct. Cal. Cnty. of San Francisco):

> *The Court finds the Full Notice, Email Notice, Postcard Notice, and Notice of Opt-Out (collectively, the "Notice Packet") and its distribution to Class Members have been implemented pursuant to the Agreement and this Court's Preliminary Approval Order. The Court also finds the Notice Packet: a) Constitutes notice reasonably calculated to apprise Class Members of: (i) the pendency of the class action lawsuit; (ii) the material terms and provisions of the Settlement and their rights; (iii) their right to object to any aspect of the Settlement; (iv) their right to exclude themselves from the Settlement; (v) their right to claim a Settlement Benefit; (vi) their right to*

appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in the class action lawsuit on all Participating Class Members; b) Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court, rule 3.769, and due process; c) Constitutes the best practicable notice to Class Members under the circumstances of the class action lawsuit; and d) Constitutes reasonable, adequate, and sufficient notice to Class Members.

Judge Anthony J Trenga, *In Re: Capital One Customer Data Security Breach Litigation* (Sept. 13, 2022) MDL No. 1:19-md-2915, 1:19-cv-02915 (E.D Va.):

Pursuant to the Court's direction, the Claims Administrator appointed by the Court implemented a robust notice program … The Notice Plan has been successfully implemented and reached approximately 96 percent of the Settlement Class by the individual notice efforts alone…. Targeted internet advertising and extensive news coverage enhanced public awareness of the Settlement.

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the Parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure. The Court finds that the Settlement Administrator and Parties have complied with the directives of the Order Granting Preliminary Approval of Class Action Settlement and Directing Notice of Proposed Settlement and the Court reaffirms its findings concerning notice ….

Judge Evelio Grillo, *Aseltine v. Chipotle Mexican Grill, Inc.* (Sept. 13, 2022) RG21088118 (Cir. Ct. Cal. Alameda Cnty.):

The proposed class notice form and procedure are adequate. The email notice is appropriate given the amount at issue for each member of the class.

Judge David S. Cunningham*, Muransky et al. v. The Cheesecake Factory et al.* (Sept. 9, 2022) 19 stcv 43875 (Sup. Ct. Cal. Cnty. of Los Angeles):

The record shows that Class Notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) constitutes reasonable and the best notice that is practicable under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the terms of the Agreement and the Class Settlement set forth in the Agreement ("Class Settlement"), and the right of Settlement Class Members to object to or exclude themselves from the Settlement Class and appear at the Fairness Hearing held on May 20, 2022; (iii) constitutes due, adequate, and sufficient notice to all person or entities entitled to receive notice; and (iv) meets the requirements of due process, California Code of Civil Procedure § 382, and California Rules of Court, Rules 3.760-3.771.

Judge Steven E. McCullough*, Fallis et al. v. Gate City Bank* (Sept. 9, 2022) 09-2019-cv-04007 (East Cent. Dist. Ct. Cass Cnty. N.D.):

The Courts finds that the distribution of the Notices and the Notice Program were properly implemented in accordance with N.D. R. Civ. P. 23, the terms of the Agreement, and the Preliminary Approval Order. The Court further finds that the Notice was simply written and readily understandable and that the Notice (a) constitutes the best notice practicable under the circumstances; (b) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of the Agreement and their right to exclude themselves or object to the Agreement and to appear at the Final Approval Hearing; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to notice; and (d) meets all applicable requirements of North Dakota law and any other applicable law and due process requirements.

Judge Susan N. Burke*, Mayo v. Affinity Plus Federal Credit Union* (Aug. 29, 2022) 27-cv-20-11786 (4th Jud. Dist. Ct. Minn.):

The Court finds that Notice to the Settlement Class was the best notice practicable and complied with the requirements of Due Process, and that the Notice Program was completed in compliance with the Preliminary Approval Order and the Agreement.

Judge Paul A. Engelmayer, *In re Morgan Stanley Data Security Litigation* (Aug. 5, 2022) 1:20-cv-05914 (S.D.N.Y.):

The Court finds that the emailed and mailed notice, publication notice, website, and Class Notice plan implemented pursuant to the Settlement Agreement and Judge Analisa Torres' Preliminary Approval Order: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice

practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to appraise Settlement Class Members of the pendency of this Action, of the effect of the proposed Settlement (including the Releases to be provided thereunder), of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Fairness Hearing, of the Claims Process, and of Class Counsel's application for an award of attorneys' fees, for reimbursement of expenses associated with the Action, and any Service Award; (d) provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; (e) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (f) met all applicable requirements of Rule 23 of the Federal Rule of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable rules of law.

Judge Denise Page Hood, *Bleachtech L.L.C. v. United Parcel Service Co.* (July 20, 2022) 14-cv-12719 (E.D. Mich.):

The Settlement Class Notice Program, consisting of, among other things, the Publication Notice, Long Form Notice, website, and toll-free telephone number, was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (June 29, 2022) 3:21-cv-00019 (E.D. Va.):

The Court finds that the plan to disseminate the Class Notice and Publication Notice the Court previously approved has been implemented and satisfies the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. The Class Notice, which the Court approved, clearly defined the Class and explained the rights and obligations of the Class Members. The Class Notice explained how to obtain benefits under the Settlement, and how to contact Class Counsel and the Settlement Administrator. The Court appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") to fulfill the Settlement Administrator duties and disseminate the Class Notice and Publication Notice. The Class Notice and Publication Notice permitted Class Members to access information and documents about the case to inform their decision about whether to opt out of or object to the Settlement.

Judge Fernando M. Olguin, *Johnson v. Moss Bros. Auto Group, Inc. et al.* (June 24, 2022) 5:19-cv-02456 (C.D. Cal.):

Here, after undertaking the required examination, the court approved the form of the proposed class notice. (See Dkt. 125, PAO at 18-21). As discussed above, the notice program was implemented by Epiq. (Dkt. 137-3, Azari Decl. at ¶¶ 15-23 & Exhs. 3-4 (Class Notice)). Accordingly, based on the record and its prior findings, the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members' right to exclude themselves from the action, and their right to object to the proposed settlement….

Judge Harvey E. Schlesinger, *Beiswinger v. West Shore Home, LLC* (May 25, 2022) 3:20-cv-01286 (M.D. Fla.):

The Notice and the Notice Plan implemented pursuant to the Agreement (1) constitute the best practicable notice under the circumstances; (2) constitute notice that is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Litigation, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) are reasonable and constitute due, adequate, and sufficient notice to all Persons entitled to receive notice; and (4) meet all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.

Judge Scott Kording, *Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc.* (May 20, 2022) 2020L0000031 (Cir. Ct. of McLean Cnty., Ill.):

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

Judge Denise J. Casper, *Breda v. Cellco Partnership d/b/a Verizon Wireless* (May 2, 2022) 1:16-cv-11512 (D. Mass.):

> *The Court hereby finds Notice of Settlement was disseminated to persons in the Settlement Class in accordance with the Court's preliminary approval order, was the best notice practicable under the circumstances, and that the Notice satisfied Rule 23 and due process.*

Judge William H. Orrick, *Maldonado et al. v. Apple Inc. et al.* (Apr. 29, 2022) 3:16-cv-04067 (N.D. Cal.):

> *[N]otice of the Class Settlement to the Certified Class was the best notice practicable under the circumstances. The notice satisfied due process and provided adequate information to the Certified Class of all matters relating to the Class Settlement, and fully satisfied the requirements of Federal Rules of Civil Procedure 23(c)(2) and (e)(1).*

Judge Laurel Beeler, *In re: Zoom Video Communications, Inc. Privacy Litigation* (Apr. 21, 2022) 20-cv-02155 (N.D. Cal.):

> *Between November 19, 2021, and January 3, 2022, notice was sent to 158,203,160 class members by email (including reminder emails to those who did not submit a claim form) and 189,003 by mail. Of the emailed notices, 14,303,749 were undeliverable, and of that group, Epiq mailed notice to 296,592 class members for whom a physical address was available. Of the mailed notices, efforts were made to ensure address accuracy and currency, and as of March 10, 2022, 11,543 were undeliverable. In total, as of March 10, 2022, notice was accomplished for 144,242,901 class members, or 91% of the total. Additional notice efforts were made by newspaper … social media, sponsored search, an informational release, and a Settlement Website. Epiq and Class Counsel also complied with the court's prior request that best practices related to the security of class member data be implemented.*
>
> *[T]he Settlement Administrator provided notice to the class in the form the court approved previously. The notice met all legal prerequisites: it was the best notice practicable, satisfied the requirements of Rule 23(c)(2), adequately advised class members of their rights under the settlement agreement, met the requirements of due process, and complied with the court's order regarding court notice. The forms of notice fairly, plainly, accurately, and reasonably provided class members with all required information ....*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Volkswagen) (Mar. 28, 2022) MDL No. 2599 (S.D. Fla.):

> *[T]he Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order … The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. CIV. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge James Donato, *Pennington et al. v. Tetra Tech, Inc. et al.* (Mar. 28, 2022) 3:18-cv-05330 (N.D. Cal.):

> *On the Rule 23(e)(1) notice requirement, the Court approved the parties' notice plan, which included postcard notice, email notice, and a settlement website. Dkt. No. 154. The individual notice efforts reached an impressive 100% of the identified settlement class. Dkt. No. 200-223. The Court finds that notice was provided in the best practicable manner to class members who will be bound by the proposal. Fed. R. Civ. P. 23(e)(1).*

Judge Edward J. Davila, *Cochran et al. v. The Kroger Co. et al.* (Mar. 24, 2022) 5:21-cv-01887 (N.D. Cal.):

> *The Court finds that the dissemination of the Notices: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that is appropriate, in a manner, content, and format reasonably calculated, under the circumstances, to apprise Settlement Class Members …; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United (including the Due Process Clause), and all other applicable laws and rules.*

Judge Sunshine Sykes, *In re Renovate America Finance Cases* (Mar. 4, 2022) RICJCCP4940 (Sup. Ct. of Cal., Riverside Cnty.):

> *The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process …The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members.*

Judge David O. Carter, *Fernandez v. Rushmore Loan Management Services LLC* (Feb. 14, 2022) 8:21-cv-00621 (C. D. Cal.):

> *Notice was sent to potential Class Members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice adequately describes the litigation and the scope of the involved Class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the Class Members' option to participate, opt out, or object to the Settlement. The Class Notice consisted of direct notice via USPS, as well as a Settlement Website where Class Members could view the Long Form Notice.*

Judge Otis D. Wright, II, *In re Toll Roads Litigation* (Feb. 11, 2022) 8:16-cv-00262 (C. D. Cal.):

> *The Class Administrator provided notice to members of the Settlement Classes in compliance with the Agreements, due process, and Rule 23. The notice: (i) fully and accurately informed class members about the lawsuit and settlements; (ii) provided sufficient information so that class members were able to decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed settlements; (iii) provided procedures for class members to file written objections to the proposed settlements, to appear at the hearing, and to state objections to the proposed settlements; and (iv) provided the time, date, and place of the final fairness hearing. The Court finds that the Notice provided to the Classes pursuant to the Settlement Agreements and the Preliminary Approval Order and consisting of individual direct postcard and email notice, publication notice, settlement website, and CAFA notice has been successful and (i) constituted the best practicable notice under the circumstances; (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlements or exclude themselves from the Classes, and to appear at the Final Approval Hearing; (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) otherwise met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and the rules of the Court.*

Judge Virginia M. Kendall, *In re Turkey Antitrust Litigations* (Commercial and Institutional Indirect Purchaser Plaintiffs' Action) *Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.* (Feb. 10, 2022) 1:19-cv-08318 (N.D. Ill.):

> *The notice given to the Settlement Class, including individual notice all members of the Settlement Class who could be identified through reasonable efforts, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Beth Labson Freeman, *Ford et al. v. [24]7.ai, Inc.* (Jan. 28, 2022) 5:18-cv-02770 (N.D. Cal.):

> *The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiffs. The Notice and notice program constituted sufficient notice to all persons entitled to notice. The Notice and notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.*

Judge Terrence W. Boyle, *Abramson et al. v. Safe Streets USA LLC et al.* (Jan. 12, 2022) 5:19-cv-00394 (E.D.N.C.):

> *Notice was provided to Settlement Class Members in compliance with Section 4 of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (a) fully and accurately informed Settlement Class Members about the Actions and Settlement Agreement; (b) provided sufficient information*

so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (c) provided procedures for Settlement Class Members to submit written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (d) provided the time, date, and place of the Final Approval Hearing.

Judge Joan B. Gottschall, *Mercado et al. v. Verde Energy USA, Inc.* (Dec. 17, 2021) 1:18-cv-02068 (N.D. Ill.):

In accordance with the Settlement Agreement, Epiq launched the Settlement Website and mailed out settlement notices in accordance with the preliminary approval order. (ECF No. 149). Pursuant to this Court's preliminary approval order, Epiq mailed and emailed notice to the Class on October 1, 2021. Therefore, direct notice was sent and delivered successfully to the vast majority of Class Members.

The Class Notice, together with all included and ancillary documents thereto, complied with all the requirements of Rule 23(c)(2)(B) and fairly, accurately, and reasonably informed members of the Class of: (a) appropriate information about the nature of this Litigation, including the class claims, issues, and defenses, and the essential terms of the Settlement Agreement; (b) the definition of the Class; (c) appropriate information about, and means for obtaining additional information regarding, the lawsuit and the Settlement Agreement; (d) appropriate information about, and means for obtaining and submitting, a claim; (e) appropriate information about the right of Class Members to appear through an attorney, as well as the time, manner, and effect of excluding themselves from the Settlement, objecting to the terms of the Settlement Agreement, or objecting to Lead and Class Counsel's request for an award of attorneys' fees and costs, and the procedures to do so; (f) appropriate information about the consequences of failing to submit a claim or failing to comply with the procedures and deadline for requesting exclusion from, or objecting to, the Settlement; and (g) the binding effect of a class judgment on Class Members under Rule 23(c)(3) of the Federal Rules of Civil Procedure.

The Court finds that Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of applicable laws and due process.

Judge Patricia M. Lucas, *Wallace v. Wells Fargo* (Nov. 24, 2021) 17CV317775 (Sup. Ct. Cal. Cnty. of Santa Clara):

On August 29, 2021, a dedicated website was established for the settlement at which class members can obtain detailed information about the case and review key documents, including the long form notice, postcard notice, settlement agreement, complaint, motion for preliminary approval … (Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Azari Dec."] ¶19*). As of October 18, 2021, there were 2,639 visitors to the website and 4,428 website pages presented.* (Ibid.).

On August 30, 2021, a toll-free telephone number was established to allow class members to call for additional information in English or Spanish, listen to answers to frequently asked questions, and request that a long form notice be mailed to them (Azari Dec. ¶20*). As of October 18, 2021, the telephone number handled 345 calls, representing 1,207 minutes of use, and the settlement administrator mailed 30 long form notices as a result of requests made via the telephone number.*

Also, on August 30, 2021, individual postcard notices were mailed to 177,817 class members. (Azari Dec. ¶14*) As of November 10, 2021, 169,404 of those class members successfully received notice. (Supplemental Declaration of Cameron R. Azari, Esq. Regarding Implementation and Adequacy of Settlement Notice Program ["Supp. Azari Dec."]* ¶10*.).*

Judge John R. Tunheim, *In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Plaintiff Action)* (JBS USA Food Company, JBS USA Food Company Holdings) (Nov. 18, 2021) 18-cv-01776 (D. Minn.):

The notice given to the Settlement Class, including individual notice to all members of the Settlement Class who could be identified through reasonable effort, was the most effective and practicable under the circumstances. This notice provided due and sufficient notice of the proceedings and of the matters set forth therein, including the proposed settlement, to all persons entitled to such notice, and this notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

Judge H. Russel Holland, *Coleman v. Alaska USA Federal Credit Union* (Nov. 17, 2021) 3:19-cv-00229 (D. Alaska):

The Court approved Notice Program has been fully implemented. The Court finds that the Notices given to the Settlement Class fully and accurately informed Settlement Class Members of all material elements of the proposed Settlement and constituted valid, due, and sufficient Notice to Settlement Class Members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process.

Judge A. Graham Shirley, *Zanca et al. v. Epic Games, Inc.* (Nov. 16, 2021) 21-CVS-534 (Sup. Ct. Wake Cnty., N.C.):

> *Notice has been provided to all members of the Settlement Class pursuant to and in the manner directed by the Preliminary Approval Order. The Notice Plan was properly administered by a highly experienced third-party Settlement Administrator. Proof of the provision of that Notice has been filed with the Court and full opportunity to be heard has been offered to all Parties to the Action, the Settlement Class, and all persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given full compliance with each of the requirements of North Carolina Rule of Civil Procedure 23, due process, and applicable law.*

Judge Judith E. Levy, *In re Flint Water Cases* (Nov. 10, 2021) 5:16-cv-10444 (E.D. Mich.):

> *(1) a "Long Form Notice packet [was] mailed to each Settlement Class member … a list of over 57,000 addresses—[and] over 90% of [the mailings] resulted in successful delivery;" (2) notices were emailed "to addresses that could be determined for Settlement Class members;" and (3) the "Notice Administrator implemented a comprehensive media notice campaign." … The media campaign coupled with the mailing was intended to reach the relevant audience in several ways and at several times so that the class members would be fully informed about the settlement and the registration and objection process.*
>
> *The media campaign included publication in the local newspaper … local digital banners … television … and radio spots … banner notices and radio ads placed on Pandora and SoundCloud; and video ads placed on YouTube .... [T]his settlement has received widespread media attention from major news outlets nationwide.*
>
> *Plaintiffs submitted an affidavit signed by Azari that details the implementation of the Notice plan .... The affidavit is bolstered by several documents attached to it, such as the declaration of Epiq Class Action and Claims Solutions, Inc.'s Legal Notice Manager, Stephanie J. Fiereck. Azari declared that Epiq "delivered individual notice to approximately 91.5% of the identified Settlement Class" and that the media notice brought the overall notice effort to "in excess of 95%." The Court finds that the notice plan was implemented in an appropriate manner.*
>
> *In conclusion, the Court finds that the Notice Plan as implemented, and its content, satisfies due process.*

Judge Vince Chhabria, *Yamagata et al. v. Reckitt Benckiser LLC* (Oct. 28, 2021) 3:17-cv-03529 (N.D. Cal.):

> *The Court directed that Class Notice be given to the Class Members pursuant to the notice program proposed by the Parties and approved by the Court. In accordance with the Court's Preliminary Approval Order and the Court-approved notice program, the Settlement Administrator caused the forms of Class Notice to be disseminated as ordered. The Long-form Class Notice advised Class Members of the terms of the Settlement Agreement; the Final Approval Hearing, and their right to appear at such hearing; their rights to remain in, or opt out of, the Settlement Class and to object to the Settlement Agreement; procedures for exercising such rights; and the binding effect of this Order and accompanying Final Judgment, whether favorable or unfavorable, to the Settlement Class.*
>
> *The distribution of the Class Notice pursuant to the Class Notice Program constituted the best notice practicable under the circumstances, and fully satisfies the requirements of Federal Rule of Civil Procedure 23, the requirements of due process, 28 U.S.C. § 1715, and any other applicable law.*

Judge Otis D. Wright, II, *Silveira v. M&T Bank* (Oct. 12, 2021) 2:19-cv-06958 (C.D. Cal.):

> *Notice was sent to potential class members pursuant to the Settlement Agreement and the method approved by the Court. The Class Notice consisted of direct notice via USPS first class mail, as well as a Settlement Website where Class Members could view and request to be sent the Long Form Notice. The Class Notice adequately described the litigation and the scope of the involved class. Further, the Class Notice explained the amount of the Settlement Fund, the plan of allocation, that Plaintiff's counsel and Plaintiff will apply for attorneys' fees, costs, and a service award, and the class members' option to participate, opt out, or object to the settlement.*

Judge Timothy J. Korrigan, *Smith v. Costa Del Mar, Inc.* (Sept. 21, 2021) 3:18-cv-01011 (M.D. Fla.):

> *Following preliminary approval, the settlement administrator carried out the notice program .... The settlement administrator sent a summary notice and long-form notice to all class members, sent CAFA notice to federal and state officials … and established a website with comprehensive information about the settlement .... Email notice was sent to class members with email addresses, and postcards were sent to class members with only physical addresses .... Multiple attempts were made to contact class members in some cases, and all notices*

directed recipients to a website where they could access settlement information .... A paid online media plan was implemented for class members for whom the settlement administrator did not have data .... When the notice program was complete, the settlement administrator submitted a declaration stating that the notice and paid media plan reached at least seventy percent of potential class members .... [N]otices had been delivered via postcards or email to 939,400 of the 939,479 class members to whom the settlement administrator sent notice—a ninety-nine and a half percent deliverable rate....

Notice was disseminated in accordance with the Preliminary Approval Order .... Federal Rule of Civil Procedure 23(c)(2)(B) requires that notice be "the best notice that is practicable under the circumstances." Upon review of the notice materials … and of Azari's Declaration … regarding the notice program, the Court is satisfied with the way in which the notice program was carried out. Class notice fully complied with Rule 23(c)(2)(B) and due process, constituted the best notice practicable under the circumstances, and was sufficient notice to all persons entitled to notice of the settlement of this lawsuit.

Judge Jose E. Martinez, *Kukorinis v. Walmart, Inc.* (Sept. 20, 2021) 1:19-cv-20592 (S.D. Fla.):

[T]he Court approved the appointment of Epiq Class Action and Claims Solutions, Inc. as the Claims Administrator with the responsibility of implementing the notice requirements approved in the Court's Order of Approval .... The media plan included various forms of notice, utilizing national consumer print publications, internet banner advertising, social media, sponsored search, and a national informational release .... According to the Azari Declaration, the Court-approved Notice reached approximately seventy-five percent (75%) of the Settlement Class on an average of 3.5 times per Class Member ....

Pertinently, the Claims Administrator implemented digital banner notices across certain social media platforms, including Facebook and Instagram, which linked directly to the Settlement Website … the digital banner notices generated approximately 522.6 million adult impressions online .... [T]he Court finds that 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."

Judge Steven L. Tiscione, *Fiore et al. v. Ingenious Designs, LLC* (Sept. 10, 2021) 1:18-cv-07124 (E.D.N.Y.):

Following the Court's Preliminary Approval of the Settlement, the Notice Plan was effectuated by the Parties and the appointed Claims Administrator, Epiq Systems. The Notice Plan included a direct mailing to Class members who could be specifically identified, as well as nationwide notice by publication, social media and retailer displays and posters. The Notice Plan also included the establishment of an informational website and toll-free telephone number. The Court finds the Parties completed all settlement notice obligations imposed in the Order Preliminarily Approving Settlement. In addition, Defendants through the Class Administrator, sent the requisite CAFA notices to 57 federal and state officials. The class notices constitute "the best notice practicable under the circumstances," as required by Rule 23(c)(2).

Judge John S. Meyer, *Lozano v. CodeMetro, Inc.* (Sept. 8, 2021) 37-2020-00022701 (Sup. Ct. Cal. Cnty. of San Diego):

The Court finds that Notice has been given to the Settlement Class in the manner directed by the Court in the Preliminary Approval Order. The Court finds that such Notice: (i) was reasonable and constituted the best practicable notice under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Settlement, their right to exclude themselves from the Settlement Class or object to all or any part of the Settlement, their right to appear at the Final Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of final approval of the Settlement on all persons who do not exclude themselves from the Settlement Class; (iii) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), and any other applicable law.

Judge Mae A. D'Agostino, *Thompson et al. v. Community Bank, N.A.* (Sept. 8, 2021) 8:19-cv-0919 (N.D.N.Y.):

Prior to distributing Notice to the Settlement Class members, the Settlement Administrator established a website, … as well as a toll-free line that Settlement Class members could access or call for any questions or additional information about the proposed Settlement, including the Long Form Notice. Once Settlement Class members were identified via Defendant's business records, the Notices attached to the Agreement and approved by the Court were sent to each Settlement Class member. For Current Account Holders who have elected to receive bank communications via email, Email Notice was delivered. To Past Defendant Account Holders, and Current Account Holders who have not elected to receive communications by email or for whom

the Defendant does not have a valid email address, Postcard Notice was delivered by U.S. Mail. The Settlement Administrator mailed 36,012 Postcard Notices and sent 16,834 Email Notices to the Settlement Class, and as a result of the Notice Program, 95% of the Settlement Class received Notice of the Settlement.

Judge Anne-Christine Massullo, *UFCW & Employers Benefit Trust v. Sutter Health et al.* (Aug. 27, 2021) CGC 14-538451 consolidated with CGC-18-565398 (Sup. Ct. of Cal., Cnty. of San Fran.):

The notice of the Settlement provided to the Class constitutes due, adequate and sufficient notice and the best notice practicable under the circumstances, and meets the requirements of due process, the laws of the State of California, and Rule 3.769(f) of the California Rules of Court.

Judge Graham C. Mullen, *In re: Kaiser Gypsum Company, Inc. et al.* (July 27, 2021) 16-cv-31602 (W.D.N.C.):

[T]the Declaration of Cameron R. Azari, Esq. on Implementation of Notice Regarding the Joint Plan of Reorganization of Kaiser Gypsum Company, Inc. and Hanson Permanente Cement, Inc. … (the "Notice Declaration") was filed with the Bankruptcy Court on July 1, 2020, attesting to publication notice of the Plan.

[T]he Court has reviewed the Plan, the Disclosure Statement, the Disclosure Statement Order, the Voting Agent Declaration, the Affidavits of Service, the Publication Declaration, the Notice Declaration, the Memoranda of Law, the Declarations, the Truck Affidavits and all other pleadings before the Court in connection with the Confirmation of the Plan, including the objections filed to the Plan. The Plan is hereby confirmed in its entirety ....

Judge Anne-Christine Massullo, *Morris v. Provident Credit Union* (June 23, 2021) CGC-19-581616 (Sup. Ct. Cal. Cnty. of San Fran.):

The Notice approved by this Court was distributed to the Classes in substantial compliance with this Court's Order Certifying Classes for Settlement Purposes and Granting Preliminary Approval of Class Settlement ("Preliminary Approval Order") and the Agreement. The Notice met the requirements of due process and California Rules of Court, rules 3.766 and 3.769(f). The notice to the Classes was adequate.

Judge Esther Salas, *Sager et al. v. Volkswagen Group of America, Inc. et al.* (June 22, 2021) 18-cv-13556 (D.N.J.):

The Court further finds and concludes that Class Notice was properly and timely disseminated to the Settlement Class in accordance with the Class Notice Plan set forth in the Settlement Agreement and the Preliminary Approval Order (Dkt. No. 69). The Class Notice Plan and its implementation in this case fully satisfy Rule 23, the requirements of due process and constitute the best notice practicable under the circumstances.

Judge Josephine L. Staton, *In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.* (June 10, 2021) 8:17-cv-00838 and 18-cv-02223 (C.D. Cal.):

The Class Notice was disseminated in accordance with the procedures required by the Court's Orders … in accordance with applicable law, and satisfied the requirements of Rule 23(e) and due process and constituted the best notice practicable for the reasons discussed in the Preliminary Approval Order and Final Approval Order.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (ABB Concise Optical Group, LLC) (May 31, 2021) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class of (i) the pendency of the Action; (ii) the effect of the Settlement Agreement (including the Releases to be provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreement, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Class; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement; and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Haywood S. Gilliam, Jr. *Richards et al. v. Chime Financial, Inc.* (May 24, 2021) 4:19-cv-06864 (N.D. Cal.):

The Court finds that the notice and notice plan previously approved by the Court was implemented and

complies with Rule 23(c)(2)(B) … The Court ordered that the third-party settlement administrator send class notice via email based on a class list Defendant provided … Epiq Class Action & Claims Solutions, Inc., the third-party settlement administrator, represents that class notice was provided as directed .... Epiq received a total of 527,505 records for potential Class Members, including their email addresses .... If the receiving email server could not deliver the message, a "bounce code" was returned to Epiq indicating that the message was undeliverable .... Epiq made two additional attempts to deliver the email notice .... As of Mach 1, 2021, a total of 495,006 email notices were delivered, and 32,499 remained undeliverable .... In light of these facts, the Court finds that the parties have sufficiently provided the best practicable notice to the Class Members.

Judge Henry Edward Autrey, *Pearlstone v. Wal-Mart Stores, Inc.* (Apr. 22, 2021) 4:17-cv-02856 (C.D. Cal.):

The Court finds that adequate notice was given to all Settlement Class Members pursuant to the terms of the Parties' Settlement Agreement and the Preliminary Approval Order. The Court has further determined that the Notice Plan fully and accurately informed Settlement Class Members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of Federal Rule 23(c)(2) and 23(e)(1), applicable law, and the Due Process Clause of the United States Constitution.

Judge Lucy H. Koh, *Grace v. Apple, Inc.* (Mar. 31, 2021) 17-cv-00551 (N.D. Cal.):

Federal Rule of Civil Procedure 23(c)(2)(B) requires that the settling parties provide class members with "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice must clearly and concisely state in plain, easily understood language: (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3)." The Court finds that the Notice Plan, which was direct notice sent to 99.8% of the Settlement Class via email and U.S. Mail, has been implemented in compliance with this Court's Order (ECF No. 426) and complies with Rule 23(c)(2)(B).

Judge Gary A. Fenner, *In re: Pre-Filled Propane Tank Antitrust Litigation* (Mar. 30, 2021) MDL No. 2567, 14-cv-02567 (W.D. Mo.):

Based upon the Declaration of Cameron Azari, on behalf of Epiq, the Administrator appointed by the Court, the Court finds that the Notice Program has been properly implemented. That Declaration shows that there have been no requests for exclusion from the Settlement, and no objections to the Settlement. Finally, the Declaration reflects that AmeriGas has given appropriate notice of this settlement to the Attorney General of the United States and the appropriate State officials under the Class Action Fairness Act, 28 U.S.C. § 1715, and no objections have been received from any of them.

Judge Richard Seeborg, *Bautista v. Valero Marketing and Supply Company* (Mar. 17, 2021) 3:15-cv-05557 (N.D. Cal.):

The Notice given to the Settlement Class in accordance with the Notice Order was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Settlement Agreement, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

Judge James D. Peterson, *Fox et al. v. Iowa Health System d.b.a. UnityPoint Health* (Mar. 4, 2021) 18-cv-00327 (W.D. Wis.):

The approved Notice plan provided for direct mail notice to all class members at their last known address according to UnityPoint's records, as updated by the administrator through the U.S. Postal Service. For postcards returned undeliverable, the administrator tried to find updated addresses for those class members. The administrator maintained the Settlement website and made Spanish versions of the Long Form Notice and Claim Form available upon request. The administrator also maintained a toll-free telephone line which provides class members detailed information about the settlement and allows individuals to request a claim form be mailed to them.

The Court finds that this Notice (i) constituted the best notice practicable under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise Settlement Class members of the Settlement, the effect of the Settlement (including the release therein), and their right to object to the terms of the settlement and appear at the Final Approval Hearing; (iii) constituted due and sufficient notice of the Settlement to all reasonably identifiable persons entitled to receive such notice; (iv) satisfied the requirements of due process, Federal Rule of Civil Procedure 23(e)(1) and the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and all applicable laws and rules.

Judge Larry A. Burns, *Trujillo et al. v. Ametek, Inc. et al.* (Mar. 3, 2021) 3:15-cv-01394 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 181-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing .... The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Sherri A. Lydon, *Fitzhenry v. Independent Home Products, LLC* (Mar. 2, 2021) 2:19-cv-02993 (D.S.C.):

> *Notice was provided to Class Members in compliance with Section VI of the Settlement Agreement, due process, and Rule 23 of the Federal Rules of Civil Procedure. The notice: (i) fully and accurately informed Settlement Class Members about the lawsuit and settlement; (ii) provided sufficient information so that Settlement Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the settlement; (iii) provided procedures for Class Members to file written objections to the proposed settlement, to appear at the hearing, and to state objections to the proposed settlement; and (iv) provided the time, date, and place of the final fairness hearing.*

Judge James V. Selna, *Alvarez v. Sirius XM Radio Inc.* (Feb. 9, 2021) 2:18-cv-08605 (C.D. Cal.):

> *The Court finds that the dissemination of the Notices attached as Exhibits to the Settlement Agreement: (a) was implemented in accordance with the Notice Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the Releases to be provided thereunder); (v) Named Plaintiffs' application for the payment of Service Awards; (vi) Class Counsel's motion for an award an attorneys' fees and expenses; (vii) their right to object to any aspect of the Settlement, and/or Class Counsel's motion for attorneys' fees and expenses (including a Service Award to the Named Plaintiffs and Mr. Wright); and (viii) their right to appear at the Final Approval Hearing; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), and all other applicable laws and rules.*

Judge Jon S. Tigar, *Elder v. Hilton Worldwide Holdings, Inc.* (Feb. 4, 2021) 16-cv-00278 (N.D. Cal.):

> *"Epiq implemented the notice plan precisely as set out in the Settlement Agreement and as ordered by the Court." ECF No. 162 at 9-10. Epiq sent initial notice by email to 8,777 Class Members and by U.S. Mail to the remaining 1,244 Class members. Id. at 10. The Notice informed Class Members about all aspects of the Settlement, the date and time of the fairness hearing, and the process for objections. ECF No. 155 at 28-37. Epiq then mailed notice to the 2,696 Class Members whose emails were returned as undeliverable. Id. "Of the 10,021 Class Members identified from Defendants' records, Epiq was unable to deliver the notice to only 35 Class Members. Accordingly, the reach of the notice is 99.65%." Id. (citation omitted). Epiq also created and maintained a settlement website and a toll-free hotline that Class Members could call if they had questions about the settlement. Id.*
>
> *The Court finds that the parties have complied with the Court's preliminary approval order and, because the notice plan complied with Rule 23, have provided adequate notice to class members.*

Judge Michael W. Jones, *Wallace et al. v. Monier Lifetile LLC et al.* (Jan. 15, 2021) SCV-16410 (Sup. Ct. Cal.):

> *The Court also finds that the Class Notice and notice process were implemented in accordance with the Preliminary Approval Order, providing the best practicable notice under the circumstances.*

Judge Kristi K. DuBose, *Drazen v. GoDaddy.com, LLC* and *Bennett v. GoDaddy.com, LLC* (Dec. 23, 2020) 1:19-cv-00563 (S.D. Ala.):

> *The Court finds that the Notice and the claims procedures actually implemented satisfy due process, meet the requirements of Rule 23(e)(1), and the Notice constitutes the best notice practicable under the circumstances.*

Judge Haywood S. Gilliam, Jr.*, Izor v. Abacus Data Systems, Inc.* (Dec. 21, 2020) 19-cv-01057 (N.D. Cal.):

> *The Court finds that the notice plan previously approved by the Court was implemented and that the notice thus satisfied Rule 23(c)(2)(B). [T]he Court finds that the parties have sufficiently provided the best practicable notice to the class members.*

Judge Christopher C. Conner, *Al's Discount Plumbing et al. v. Viega, LLC* (Dec. 18, 2020) 19-cv-00159 (M.D. Pa.):

> *The Court finds that the notice and notice plan previously approved by the Court was implemented and complies with Fed. R. Civ. P. 23(c)(2)(B) and due process. Specifically, the Court ordered that the third-party Settlement Administrator, Epiq, send class notice via email, U.S. mail, by publication in two recognized industry magazines, Plumber and PHC News, in both their print and online digital forms, and to implement a digital media campaign. (ECF 99). Epiq represents that class notice was provided as directed. See Declaration of Cameron R. Azari, ¶¶ 12-15 (ECF 104-13).*

Judge Naomi Reice Buchwald, *In re: Libor-Based Financial Instruments Antitrust Litigation* (Dec. 16, 2020) MDL No. 2262, 1:11-md-02262 (S.D.N.Y.):

> *Upon review of the record, the Court hereby finds that the forms and methods of notifying the members of the Settlement Classes and their terms and conditions have met the requirements of the United States Constitution (including the Due Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all members of the Settlement Classes of these proceedings and the matters set forth herein, including the Settlements, the Plan of Allocation and the Fairness Hearing. Therefore, the Class Notice is finally approved.*

Judge Larry A. Burns, *Cox et al. Ametek, Inc. et al.* (Dec 15, 2020) 3:17-cv-00597 (S.D. Cal.):

> *The Class has received the best practicable notice under the circumstances of this case. The Parties' selection and retention of Epiq Class Action & Claims Solutions, Inc. ("Epiq") as the Claims Administrator was reasonable and appropriate. Based on the Declaration of Cameron Azari of Epiq, the Court finds that the Settlement Notices were published to the Class Members in the form and manner approved by the Court in its Preliminary Approval Order. See Dkt. 129-6. The Settlement Notices provided fair, effective, and the best practicable notice to the Class of the Settlement's terms. The Settlement Notices informed the Class of Plaintiffs' intent to seek attorneys' fees, costs, and incentive payments, set forth the date, time, and place of the Fairness Hearing, and explained Class Members' rights to object to the Settlement or Fee Motion and to appear at the Fairness Hearing … The Settlement Notices fully satisfied all notice requirements under the law, including the Federal Rules of Civil Procedure, the requirements of the California Legal Remedies Act, Cal. Civ. Code § 1781, and all due process rights under the U.S. Constitution and California Constitutions.*

Judge Timothy J. Sullivan*, Robinson v. Nationstar Mortgage LLC* (Dec. 11, 2020) 8:14-cv-03667 (D. Md.):

> *The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Dec. 10, 2020) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order prior to remand, and a second notice campaign thereafter. (See Dkt. No. 2571.) The class received direct and indirect notice through several methods – email notice, mailed notice upon request, an informative settlement website, a telephone support line, and a vigorous online campaign. Digital banner advertisements were targeted specifically to settlement class members, including on Google and Yahoo's ad networks, as well as*

Facebook and Instagram, with over 396 million impressions delivered. Sponsored search listings were employed on Google, Yahoo and Bing, resulting in 216,477 results, with 1,845 clicks through to the settlement website. An informational release was distributed to 495 media contacts in the consumer electronics industry. The case website has continued to be maintained as a channel for communications with class members. Between February 11, 2020 and April 23, 2020, there were 207,205 unique visitors to the website. In the same period, the toll-free telephone number available to class members received 515 calls.

Judge Katherine A. Bacal, *Garvin v. San Diego Unified Port District* (Nov. 20, 2020) 37-2020-00015064 (Sup. Ct. Cal.):

Notice was provided to Class Members in compliance with the Settlement Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing notice to all individual Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice fully satisfied the requirements of due process.

Judge Catherine D. Perry*, Pirozzi et al. v. Massage Envy Franchising, LLC* (Nov. 13, 2020) 4:19-cv-807 (E.D. Mo.):

The COURT hereby finds that the CLASS NOTICE given to the CLASS: (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the time and manner by which CLASS MEMBERS could submit a CLAIM under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances, constituted a reasonable manner of notice to all class members who would be bound by the SETTLEMENT, and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.

Judge Robert E. Payne, *Skochin et al. v. Genworth Life Insurance Company et al.* (Nov. 12, 2020) 3:19-cv-00049 (E.D. Va.):

For the reasons set forth in the Court's Memorandum Opinion addressing objections to the Settlement Agreement, … the plan to disseminate the Class Notice and Publication Notice, which the Court previously approved, has been implemented and satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process.

Judge Jeff Carpenter*, Eastwood Construction LLC et al. v. City of Monroe* (Oct. 27, 2020) 18-cvs-2692 and ***The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe*** (Oct. 27, 2020) 19-cvs-1825 (Sup. Ct. N.C.):

The Settlement Agreement and the Settlement Notice are found to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and are hereby approved pursuant to North Carolina Rule of Civil Procedure 23. The Parties are hereby authorized and directed to comply with and to consummate the Settlement Agreement in accordance with the terms and provisions set forth in the Settlement Agreement, and the Clerk of the Court is directed to enter and docket this Order and Final Judgement in the Actions.

Judge M. James Lorenz, *Walters et al. v. Target Corp.* (Oct. 26, 2020) 3:16-cv-1678 (S.D. Cal.):

The Court has determined that the Class Notices given to Settlement Class members fully and accurately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members consistent with all applicable requirements. The Court further finds that the Notice Program satisfies due process and has been fully implemented.

Judge Maren E. Nelson, *Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company* (Oct. 26, 2020) BC 579498 (Sup. Ct. Cal.):

Distribution of Notice directed to the Settlement Class Members as set forth in the Settlement has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Class members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice, which reached 99.9% of all Settlement Class Members, provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement, to all persons entitled to Notice, and the Notice and its distribution fully satisfied the requirements of due process.

Judge Vera M. Scanlon, *Lashambae v. Capital One Bank, N.A.* (Oct. 21, 2020) 1:17-cv-06406 (E.D.N.Y.):

> *The Class Notice, as amended, contained all of the necessary elements, including the class definition, the identifies of the named Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding the opt-out procedures and deadlines, and the date and location of the Final Approval Hearing. Notice was successfully delivered to approximately 98.7% of the Settlement Class and only 78 individual Settlement Class Members did not receive notice by email or first class mail.*
>
> *Having reviewed the content of the Class Notice, as amended, and the manner in which the Class Notice was disseminated, this Court finds that the Class Notice, as amended, satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules. The Class Notice, as amended, provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and provided this Court with jurisdiction over the absent Settlement Class Members. See Fed. R. Civ. P. 23(c)(2)(B).*

Chancellor Walter L. Evans, *K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals* (Oct. 14, 2020) CH-13-04871-1 (30th Jud. Dist. Tenn.):

> *Based upon the filings and the record as a whole, the Court finds and determines that dissemination of the Class Notice as set forth herein complies with Tenn. R. Civ. P. 23.03(3) and 23.05 and (i) constitutes the best practicable notice under the circumstances, (ii) was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of Class Settlement, their rights to object to the proposed Settlement, (iii) was reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, (iv) meets all applicable requirements of Due Process; (v) and properly provides notice of the attorney's fees that Class Counsel shall seek in this action. As a result, the Court finds that Class Members were properly notified of their rights, received full Due Process ....*

Judge Sara L. Ellis, *Nelson v. Roadrunner Transportation Systems, Inc.* (Sept. 15, 2020) 1:18-cv-07400 (N.D. Ill.):

> *Notice of the Final Approval Hearing, the proposed motion for attorneys' fees, costs, and expenses, and the proposed Service Award payment to Plaintiff have been provided to Settlement Class Members as directed by this Court's Orders.*
>
> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2)(B).*

Judge George H. Wu, *Lusnak v. Bank of America, N.A.* (Aug. 10, 2020) 14-cv-01855 (C.D. Cal.):

> *The Court finds that the Notice program for disseminating notice to the Settlement Class, provided for in the Settlement Agreement and previously approved and directed by the Court, has been implemented by the Settlement Administrator and the Parties. The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of the Lawsuit, the definition of the Settlement Class certified, the class claims and issues, the opportunity to enter an appearance through an attorney if the member so desires; the opportunity, the time, and manner for requesting exclusion from the Settlement Class, and the binding effect of a class judgment; (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, due process under the U.S. Constitution, and any other applicable law.*

Judge James Lawrence King, *Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.* (Aug. 10, 2020) 1:10-cv-22190 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *The Court finds that the members of the Settlement Class 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 was widely publicized, and any member of the Settlement Class who wished to express comments or objections had ample opportunity and means to do so.*

Judge Jeffrey S. Ross, *Lehman v. Transbay Joint Powers Authority et al.* (Aug. 7, 2020) CGC-16-553758 (Sup. Ct. Cal.):

> *The Notice approved by this Court was distributed to the Settlement Class Members in compliance with this Court's Order Granting Preliminary Approval of Class Action Settlement, dated May 8, 2020. The Notice provided to the Settlement Class Members met the requirements of due process and constituted the best notice practicable in the circumstances. Based on evidence and other material submitted in conjunction with the final approval hearing, notice to the class was adequate.*

Judge Jean Hoefer Toal, *Cook et al. v. South Carolina Public Service Authority et al.* (July 31, 2020) 2019-CP-23-6675 (Ct. of Com. Pleas. 13th Jud. Cir. S.C.):

> *Notice was sent to more than 1.65 million Class members, published in newspapers whose collective circulation covers the entirety of the State, and supplemented with internet banner ads totaling approximately 12.3 million impressions. The notices directed Class members to the settlement website and toll-free line for additional inquiries and further information. After this extensive notice campaign, only 78 individuals (0.0047%) have opted-out, and only nine (0.00054%) have objected. The Court finds this response to be overwhelmingly favorable.*

Judge Peter J. Messitte, *Jackson et al. v. Viking Group, Inc. et al.* (July 28, 2020) 8:18-cv-02356 (D. Md.):

> *[T]he Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order as amended. The Court finds that the Notice Plan: (i) constitutes the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this Lawsuit and the terms of the Settlement, their right to exclude themselves from the Settlement, or to object to any part of the Settlement, their right to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Final Approval Order and the Final Judgment, whether favorable or unfavorable, on all Persons who do not exclude themselves from the Settlement Class, (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.*

Judge Michael P. Shea, *Grayson et al. v. General Electric Company* (July 27, 2020) 3:13-cv-01799 (D. Conn.):

> *Pursuant to the Preliminary Approval Order, the Settlement Notice was mailed, emailed and disseminated by the other means described in the Settlement Agreement to the Class Members. This Court finds that this notice procedure was (i) the best practicable notice; (ii) reasonably calculated, under the circumstances, to apprise the Class Members of the pendency of the Civil Action and of their right to object to or exclude themselves from the proposed Settlement; and (iii) reasonable and constitutes due, adequate, and sufficient notice to all entities and persons entitled to receive notice.*

Judge Gerald J. Pappert, *Rose v. The Travelers Home and Marine Insurance Company et al.* (July 20, 2020) 19-cv-00977 (E.D. Pa.):

> *The Class Notice … has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. Such Class Notice (i) constituted the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency and nature of this Action, the definition of the Settlement Class, the terms of the Settlement Agreement, the rights of the Settlement Class to exclude themselves from the settlement or to object to any part of the settlement, the rights of the Settlement Class to appear at the Final Approval Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the Settlement Agreement on all persons who do not exclude themselves from the Settlement Class, (iii) provided due, adequate, and sufficient notice to the Settlement Class; and (iv) fully satisfied all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.*

Judge Christina A. Snyder, *Waldrup v. Countrywide Financial Corporation et al.* (July 16, 2020) 2:13-cv-08833 (C.D. Cal.):

> *The Court finds that mailed and publication notice previously given to Class Members in the Action was the best notice practicable under the circumstances, and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, it has jurisdiction over all Class Members. The Court further finds that all requirements of statute*

(including but not limited to 28 U.S.C. § 1715), rule, and state and federal constitutions necessary to effectuate this Settlement have been met and satisfied.

Judge James Donato, *Coffeng et al. v. Volkswagen Group of America, Inc.* (June 10, 2020) 17-cv-01825 (N.D. Cal.):

The Court finds that, as demonstrated by the Declaration and Supplemental Declaration of Cameron Azari, and counsel's submissions, Notice to the Settlement Class was timely and properly effectuated in accordance with FED. R. CIV. P. 23(e) and the approved Notice Plan set forth in the Court's Preliminary Approval Order. The Court finds that said Notice constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

Judge Michael W. Fitzgerald*, Behfarin v. Pruco Life Insurance Company et al.* (June 3, 2020) 17-cv-05290 (C.D. Cal.):

The Court finds that the requirements of Rule 23 of the Federal Rule of Civil Procedure and other laws and rules applicable to final settlement approval of class actions have been satisfied ....

This Court finds that the Claims Administrator caused notice to be disseminated to the Class in accordance with the plan to disseminate Notice outlined in the Settlement Agreement and the Preliminary Approval Order, and that Notice was given in an adequate and sufficient manner and complies with Due Process and Fed. R. Civ. P. 23.

Judge Nancy J. Rosenstengel, *First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.* (Apr. 27, 2020) 3:13-cv-00454 (S.D. Ill.):

The Court finds that the Notice given to the Class Members was completed as approved by this Court and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process. The settlement Notice Plan was modeled on and supplements the previous court-approved plan and, having been completed, constitutes the best notice practicable under the circumstances. In making this determination, the Court finds that the Notice provided Class members due and adequate notice of the Settlement, the Settlement Agreement, the Plan of Distribution, these proceedings, and the rights of Class members to opt-out of the Class and/or object to Final Approval of the Settlement, as well as Plaintiffs' Motion requesting attorney fees, costs, and Class Representative service awards.

Judge Harvey Schlesinger, *In re: Disposable Contact Lens Antitrust Litigation* (CooperVision, Inc.) (Mar. 4, 2020) 3:15-md-02626 (M.D. Fla.):

The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Orders; (b) constitutes the best notice practicable under the circumstances; (c) constitutes notice that was reasonably calculated, under the circumstances, to apprise the Settlement Classes of (i) the pendency of the Action; (ii) the effect of the Settlement Agreements (including the Releases to the provided thereunder); (iii) Class Counsel's possible motion for an award of attorneys' fees and reimbursement of expenses; (iv) the right to object to any aspect of the Settlement Agreements, the Plan of Distribution, and/or Class Counsel's motion for attorneys' fees and reimbursement of expenses; (v) the right to opt out of the Settlement Classes; (vi) the right to appear at the Fairness Hearing; and (vii) the fact that Plaintiffs may receive incentive awards; (d) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the Settlement Agreement and (e) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and the United States Constitution (including the Due Process Clause).

Judge Amos L. Mazzant, *Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Mar. 3, 2020) 4:17-cv-00001 (E.D. Tex.):

The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.

In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Equitable Relief Settlement Class; (iii) the claims and issues of the Equitable Relief Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).

Judge Michael H. Simon, *In re: Premera Blue Cross Customer Data Security Breach Litigation* (Mar. 2, 2020) MDL No. 2633, 3:15-md-2633 (D. Ore.):

> *The Court confirms that the form and content of the Summary Notice, Long Form Notice, Publication Notice, and Claim Form, and the procedure set forth in the Settlement for providing notice of the Settlement to the Class, were in full compliance with the notice requirements of Federal Rules of Civil Procedure 23(c)(2)(B) and 23(e), fully, fairly, accurately, and adequately advised members of the Class of their rights under the Settlement, provided the best notice practicable under the circumstances, fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure, and afforded Class Members with adequate time and opportunity to file objections to the Settlement and attorney's fee motion, submit Requests for Exclusion, and submit Claim Forms to the Settlement Administrator.*

Judge Maxine M. Chesney, *McKinney-Drobnis et al. v. Massage Envy Franchising* (Mar. 2, 2020) 3:16-cv-06450 (N.D. Cal.):

> *The COURT hereby finds that the individual direct CLASS NOTICE given to the CLASS via email or First Class U.S. Mail (i) fairly and accurately described the ACTION and the proposed SETTLEMENT; (ii) provided sufficient information so that the CLASS MEMBERS were able to decide whether to accept the benefits offered by the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT; (iii) adequately described the manner in which CLASS MEMBERS could submit a VOUCHER REQUEST under the SETTLEMENT, exclude themselves from the SETTLEMENT, or object to the SETTLEMENT and/or appear at the FINAL APPROVAL HEARING; and (iv) provided the date, time, and place of the FINAL APPROVAL HEARING. The COURT hereby finds that the CLASS NOTICE was the best notice practicable under the circumstances and complied fully with Federal Rule of Civil Procedure Rule 23, due process, and all other applicable laws.*

Judge Harry D. Leinenweber, *Albrecht v. Oasis Power, LLC d/b/a Oasis Energy* (Feb. 6, 2020) 1:18-cv-01061 (N.D. Ill.):

> *The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.*
>
> *The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable laws.*

Judge Robert Scola, Jr., *Wilson et al. v. Volkswagen Group of America, Inc. et al.* (Jan. 28, 2020) 17-cv-23033 (S.D. Fla.):

> *The Court finds that the Class Notice, in the form approved by the Court, was properly disseminated to the Settlement Class pursuant to the Notice Plan and constituted the best practicable notice under the circumstances. The forms and methods of the Notice Plan approved by the Court met all applicable requirements of the Federal Rules of Civil Procedure, the United States Code, the United States Constitution (including the Due Process Clause), and any other applicable law.*

Judge Michael Davis, *Garcia v. Target Corporation* (Jan. 27, 2020) 16-cv-02574 (D. Minn.):

> *The Court finds that the Notice Plan set forth in Section 4 of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

Judge Bruce Howe Hendricks, ***In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation*** (Jan. 9, 2020) MDL No. 2613, 6:15-MN-02613 (D.S.C.):

> *The Classes have been notified of the settlement pursuant to the plan approved by the Court. After having reviewed the Declaration of Cameron R. Azari (ECF No. 220-1) and the Supplemental Declaration of Cameron R. Azari (ECF No. 225-1), the Court hereby finds that notice was accomplished in accordance with the Court's directives. The Court further finds that the notice program constituted the best practicable notice to the Settlement Classes under the circumstances and fully satisfies the requirements of due process and Federal Rule 23.*

Judge Margo K. Brodie, ***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation*** (Dec. 13, 2019) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *The notice and exclusion procedures provided to the Rule 23(b)(3) Settlement Class, including but not limited to the methods of identifying and notifying members of the Rule 23(b)(3) Settlement Class, were fair, adequate, and sufficient, constituted the best practicable notice under the circumstances, and were reasonably calculated to apprise members of the Rule 23(b)(3) Settlement Class of the Action, the terms of the Superseding Settlement Agreement, and their objection rights, and to apprise members of the Rule 23(b)(3) Settlement Class of their exclusion rights, and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, any other applicable laws or rules of the Court, and due process.*

Judge Steven Logan, ***Knapper v. Cox Communications, Inc.*** (Dec. 13, 2019) 2:17-cv-00913 (D. Ariz.):

> *The Court finds that the form and method for notifying the class members of the settlement and its terms and conditions was in conformity with this Court's Preliminary Approval Order (Doc. 120). The Court further finds that the notice satisfied due process principles and the requirements of Federal Rule of Civil Procedure 23(c), and the Plaintiff chose the best practicable notice under the circumstances. The Court further finds that the notice was clearly designed to advise the class members of their rights.*

Judge Manish Shah, ***Prather v. Wells Fargo Bank, N.A.*** (Dec. 10, 2019) 1:17-cv-00481 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section VIII of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Class of the pendency of this case, certification of the Settlement Class for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.*

Judge Liam O'Grady, ***Liggio v. Apple Federal Credit Union*** (Dec. 6, 2019) 1:18-cv-01059 (E.D. Va.):

> *The Court finds that the manner and form of notice (the "Notice Plan") as provided for in this Court's July 2, 2019 Order granting preliminary approval of class settlement, and as set forth in the Parties' Settlement Agreement was provided to Settlement Class Members by the Settlement Administrator .... The Notice Plan was reasonably calculated to give actual notice to Settlement Class Members of the right to receive benefits from the Settlement, and to be excluded from or object to the Settlement. The Notice Plan met the requirements of Rule 23(c)(2)(B) and due process and constituted the best notice practicable under the circumstances.*

Judge Brian McDonald, ***Armon et al. v. Washington State University*** (Nov. 8, 2019) 17-2-23244-1 (consolidated with 17-2-25052-0) (Sup. Ct. Wash.):

> *The Court finds that the Notice Program, as set forth in the Settlement and effectuated pursuant to the Preliminary Approval Order, satisfied CR 23(c)(2), was the best Notice practicable under the circumstances, was reasonably calculated to provide-and did provide-due and sufficient Notice to the Settlement Class of the pendency of the Litigation; certification of the Settlement Class for settlement purposes only; the existence and terms of the Settlement; the identity of Class Counsel and appropriate information about Class Counsel's then-forthcoming application for attorneys' fees and incentive awards to the Class Representatives; appropriate information about how to participate in the Settlement; Settlement Class Members' right to exclude themselves; their right to object to the Settlement and to appear at the Final Approval Hearing, through counsel if they desired; and appropriate instructions as to how to obtain additional information regarding this Litigation and the Settlement. In addition, pursuant to CR 23(c)(2)(B), the Notice properly informed Settlement Class Members that any Settlement Class Member who failed to opt-out would be prohibited from bringing a lawsuit against Defendant based on or related to any of the claims asserted by Plaintiffs, and it satisfied the other requirements of the Civil Rules.*

Judge Andrew J. Guilford, *In re: Wells Fargo Collateral Protection Insurance Litigation* (Nov. 4, 2019) 8:17-ml-02797 (C.D. Cal.):

> *Epiq Class Action & Claims Solutions, Inc. ("Epiq"), the parties' settlement administrator, was able to deliver the court-approved notice materials to all class members, including 2,254,411 notice packets and 1,019,408 summary notices.*

Judge Paul L. Maloney, *Burch v. Whirlpool Corporation* (Oct. 16, 2019) 1:17-cv-00018 (W.D. Mich.):

> *[T]he Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and applicable state laws and due process.*

Judge Gene E.K. Pratter, *Tashica Fulton-Green et al. v. Accolade, Inc.* (Sept. 24, 2019) 2:18-cv-00274 (E.D. Pa.):

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

Judge Edwin Torres, *Burrow et al. v. Forjas Taurus S.A. et al.* (Sept. 6, 2019) 1:16-cv-21606 (S.D. Fla.):

> *Because the Parties complied with the agreed-to notice provisions as preliminarily approved by this Court, and given that there are no developments or changes in the facts to alter the Court's previous conclusion, the Court finds that the notice provided in this case satisfied the requirements of due process and of Rule 23(c)(2)(B).*

Judge Amos L. Mazzant, *Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens* (Aug. 30, 2019) 4:19-cv-00248 (E.D. Tex.):

> *The Court has reviewed the Notice Plan and its implementation and efficacy, and finds that it constituted the best notice practicable under the circumstances and was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e) of the Federal Rules of Civil Procedure.*
>
> *In addition, Class Notice clearly and concisely stated in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified 2011 Settlement Class; (iii) the claims and issues of the 2011 Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusions; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Fed. R. Civ. P. 23(c)(3).*

Judge Karon Owen Bowdre, *In re: Community Health Systems, Inc. Customer Data Security Breach Litigation* (Aug. 22, 2019) MDL No. 2595, 2:15-cv-00222 (N.D. Ala.):

> *The court finds that the Notice Program: (1) satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process; (2) was the best practicable notice under the circumstances; (3) reasonably apprised Settlement Class members of the pendency of the Action and their right to object to the settlement or opt-out of the Settlement Class; and (4) was reasonable and constituted due, adequate and sufficient notice to all persons entitled to receive notice. Approximately 90% of the 6,081,189 individuals identified as Settlement Class members received the Initial Postcard Notice of this Settlement Action.*
>
> *The court further finds, pursuant to Fed. R. Civ. P. 23(c)(2)(B), that the Class Notice adequately informed Settlement Class members of their rights with respect to this action.*

Judge Christina A. Snyder, *Zaklit et al. v. Nationstar Mortgage LLC et al.* (Aug. 21, 2019) 5:15-cv-02190 (C.D. Cal.):

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

Judge Brian M. Cogan, *Luib v. Henkel Consumer Goods Inc.* (Aug. 19, 2019) 1:17-cv-03021 (E.D.N.Y.):

> *The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and the rights of Settlement Class members to exclude themselves from the Settlement Agreement, to object and appear at the Final Approval Hearing, and to receive benefits under the Settlement Agreement; and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.*

Judge Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Aug. 16, 2019) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

> *The proposed notice plan was undertaken and carried out pursuant to this Court's preliminary approval order. [T]he notice program reached approximately 87 percent of adults who purchased portable computers, power tools, camcorders, or replacement batteries, and these class members were notified an average of 3.5 times each. As a result of Plaintiffs' notice efforts, in total, 1,025,449 class members have submitted claims. That includes 51,961 new claims, and 973,488 claims filed under the prior settlements.*

Judge Jon Tigar, *McKnight et al. v. Uber Technologies, Inc. et al.* (Aug. 13, 2019) 3:14-cv-05615 (N.D. Cal.):

> *The settlement administrator, Epiq Systems, Inc., carried out the notice procedures as outlined in the preliminary approval. ECF No. 162 at 17-18. Notices were mailed to over 22 million class members with a success rate of over 90%. Id. at 17. Epiq also created a website, banner ads, and a toll free number. Id. at 17-18. Epiq estimates that it reached through mail and other formats 94.3% of class members. ECF No. 164 ¶ 28. In light of these actions, and the Court's prior order granting preliminary approval, the Court finds that the parties have provided adequate notice to class members.*

Judge Gary W.B. Chang, *Robinson v. First Hawaiian Bank* (Aug. 8, 2019) 17-1-0167-01 (Cir. Ct. of First Cir. Haw.):

> *This Court determines that the Notice Program satisfies all of the due process requirements for a class action settlement.*

Judge Karin Crump, *Hyder et al. v. Consumers County Mutual Insurance Company* (July 30, 2019) D-1-GN-16-000596 (D. Ct. of Travis Cnty. Tex.):

> *Due and adequate Notice of the pendency of this Action and of this Settlement has been provided to members of the Settlement Class, and this Court hereby finds that the Notice Plan described in the Preliminary Approval Order and completed by Defendant complied fully with the requirements of due process, the Texas Rules of Civil Procedure, and the requirements of due process under the Texas and United States Constitutions, and any other applicable laws.*

Judge Wendy Bettlestone, *Underwood v. Kohl's Department Stores, Inc. et al.* (July 24, 2019) 2:15-cv-00730 (E.D. Pa.):

> *The Notice, the contents of which were previously approved by the Court, was disseminated in accordance with the procedures required by the Court's Preliminary Approval Order in accordance with applicable law.*

Judge Andrew G. Ceresia, J.S.C., *Denier et al. v. Taconic Biosciences, Inc.* (July 15, 2019) 00255851 (Sup Ct. N.Y.):

> *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of the CPLR.*

Judge Vince G. Chhabria, *Parsons v. Kimpton Hotel & Restaurant Group, LLC* (July 11, 2019) 3:16-cv-05387 (N.D. Cal.):

> *Pursuant to the Preliminary Approval Order, the notice documents were sent to Settlement Class Members by email or by first-class mail, and further notice was achieved via publication in People magazine, internet banner notices, and internet sponsored search listings. The Court finds that the manner and form of notice (the "Notice Program") set forth in the Settlement Agreement was provided to Settlement Class Members. The Court finds that the Notice Program, as implemented, was the best practicable under the circumstances. The Notice Program was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, class certification, the terms of the Settlement, and their rights to opt-out of the Settlement Class*

and object to the Settlement, Class Counsel's fee request, and the request for Service Award for Plaintiff. The Notice and Notice Program constituted sufficient notice to all persons entitled to notice. The Notice and Notice Program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the constitutional requirement of due process.

Judge Daniel J. Buckley, *Adlouni v. UCLA Health Systems Auxiliary et al.* (June 28, 2019) BC589243 (Sup. Ct. Cal.):

The Court finds that the notice to the Settlement Class pursuant to the Preliminary Approval Order was appropriate, adequate, and sufficient, and constituted the best notice practicable under the circumstances to all Persons within the definition of the Settlement Class to apprise interested parties of the pendency of the Action, the nature of the claims, the definition of the Settlement Class, and the opportunity to exclude themselves from the Settlement Class or present objections to the settlement. The notice fully complied with the requirements of due process and all applicable statutes and laws and with the California Rules of Court.

Judge John C. Hayes III, *Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.* (June 11, 2019) 2017-CP-25-335 (Ct. of Com. Pleas., S.C.):

These multiple efforts at notification far exceed the due process requirement that the class representative provide the best practical notice…. Following this extensive notice campaign reaching over 1.6 million potential class member accounts, Class counsel have received just two objections to the settlement and only 24 opt outs.

Judge Stephen K. Bushong, *Scharfstein v. BP West Coast Products, LLC* (June 4, 2019) 1112-17046 (Ore. Cir., Cnty. of Multnomah):

The Court finds that the Notice Plan … fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Cynthia Bashant, *Lloyd et al. v. Navy Federal Credit Union* (May 28, 2019) 17-cv-1280 (S.D. Cal.):

This Court previously reviewed, and conditionally approved Plaintiffs' class notices subject to certain amendments. The Court affirms once more that notice was adequate.

Judge Robert W. Gettleman, *Cowen v. Lenny & Larry's Inc.* (May 2, 2019) 1:17-cv-01530 (N.D. Ill.):

Notice to the Settlement Class and other potentially interested parties has been provided in accordance with the elements specified by the Court in the preliminary approval order. Adequate notice of the amended settlement and the final approval hearing has also been given. Such notice 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 means to obtain additional information; was adequate notice under the circumstances; was valid, due, and sufficient notice to all Settlement Class [M]embers; 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 Edward J. Davila, *In re: HP Printer Firmware Update Litigation* (Apr. 25, 2019) 5:16-cv-05820 (N.D. Cal.):

Due and adequate notice has been given of the Settlement as required by the Preliminary Approval Order. The Court finds that notice of this Settlement was given to Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Settlement, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

Judge Claudia Wilken, *Naiman v. Total Merchant Services, Inc. et al.* (Apr. 16, 2019) 4:17-cv-03806 (N.D. Cal.):

The Court also finds that the notice program satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. The notice approved by the Court and disseminated by Epiq constituted the best practicable method for informing the class about the Final Settlement Agreement and relevant aspects of the litigation.

Judge Paul Gardephe, *37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)* (Mar. 31, 2019) 15-cv-9924 (S.D.N.Y.):

The Notice given to Class Members complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and provided due and adequate notice to the Class.

Judge Alison J. Nathan, *Pantelyat et al. v. Bank of America, N.A. et al.* (Jan. 31, 2019) 16-cv-08964 (S.D.N.Y.):

> *The Class Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances, and constituted due and sufficient notice of the proceedings and matters set forth therein, to all persons entitled to notice. The notice fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law and rules.*

Judge Kenneth M. Hoyt, *Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.* (Jan. 30, 2019) 4:17-cv-3852 (S.D. Tex.):

> *[T]he Court finds that the class has been notified of the Settlement pursuant to the plan approved by the Court. The Court further finds that the notice program constituted the best practicable notice to the class under the circumstances and fully satisfies the requirements of due process, including Fed. R. Civ. P. 23(e)(1) and 28 U.S.C. § 1715.*

Judge Robert M. Dow, Jr., *In re: Dealer Management Systems Antitrust Litigation* (Jan. 23, 2019) MDL No. 2817, 18-cv-00864 (N.D. Ill.):

> *The Court finds that the Settlement Administrator fully complied with the Preliminary Approval Order and that the form and manner of providing notice to the Dealership Class of the proposed Settlement with Reynolds was the best notice practicable under the circumstances, including individual notice to all members of the Dealership Class who could be identified through the exercise of reasonable effort. The Court further finds that the notice program provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715(b), and constitutional due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Ford) (Dec. 20, 2018) MDL No. 2599 (S.D. Fla.):

> *The record shows and the Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: .(i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED. R. Civ. P. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Herndon, *Hale v. State Farm Mutual Automobile Insurance Company et al.* (Dec. 16, 2018) 3:12-cv-00660 (S.D. Ill.):

> *The Class here is estimated to include approximately 4.7 million members. Approximately 1.43 million of them received individual postcard or email notice of the terms of the proposed Settlement, and the rest were notified via a robust publication program "estimated to reach 78.8% of all U.S. Adults Aged 35+ approximately 2.4 times." Doc. 966-2 ¶¶ 26, 41. The Court previously approved the notice plan (Doc. 947), and now, having carefully reviewed the declaration of the Notice Administrator (Doc. 966-2), concludes that it was fully and properly executed, and reflected "the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." See Fed. R. Civ. P. 23(c)(2)(B). The Court further concludes that CAFA notice was properly effectuated to the attorneys general and insurance commissioners of all 50 states and District of Columbia.*

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (Nov. 13, 2018) 14-cv-07126 (S.D.N.Y.):

> *The mailing and distribution of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice efforts described in the Motion for Final Approval, as provided for in the Court's June 26, 2018 Preliminary Approval Order, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.*

Judge William L. Campbell, Jr., *Ajose et al. v. Interline Brands, Inc.* (Oct. 23, 2018) 3:14-cv-01707 (M.D. Tenn.):

> *The Court finds that the Notice Plan, as approved by the Preliminary Approval Order: (i) satisfied the requirements of Rule 23(c)(3) and due process; (ii) was reasonable and the best practicable notice under the circumstances; (iii) reasonably apprised the Settlement Class of the pendency of the action, the terms of the Agreement, their right to object to the proposed settlement or opt out of the Settlement Class, the right to appear at the Final Fairness Hearing, and the Claims Process; and (iv) was reasonable and constituted due, adequate, and sufficient notice to all those entitled to receive notice.*

Judge Joseph C. Spero, *Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (Oct. 15, 2018) 3:16-cv-05486 (N.D. Cal.):

> *[T]the Court finds that notice to the class of the settlement complied with Rule 23(c)(3) and (e) and due process. Rule 23(e)(1) states that "[t]he court must direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement, voluntary dismissal, or compromise. Class members are entitled to the "best notice that is practicable under the circumstances" of any proposed settlement before it is finally approved by the Court. Fed. R. Civ. P. 23(c)(2)(B) … The notice program included notice sent by first class mail to 1,750,564 class members and reached approximately 95.2% of the class.*

Judge Marcia G. Cooke, *Dipuglia v. US Coachways, Inc.* (*Sept. 28, 2018)* 1:17-cv-23006 (S.D. Fla.):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Judge Beth Labson Freeman, *Gergetz v. Telenav, Inc.* (Sept. 27, 2018) 5:16-cv-04261 (N.D. Cal.):

> *The Court finds that the Notice and Notice Plan implemented pursuant to the Settlement Agreement, which consists of individual notice sent via first-class U.S. Mail postcard, notice provided via email, and the posting of relevant Settlement documents on the Settlement Website, has been successfully implemented and was the best notice practicable under the circumstances and: (1) constituted notice that was reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, the Due Process Clause, and the Rules of this Court.*

Judge M. James Lorenz, *Farrell v. Bank of America, N.A.* (Aug. 31, 2018) 3:16-cv-00492 (S.D. Cal.):

> *The Court therefore finds that the Class Notices given to Settlement Class members adequately informed Settlement Class members of all material elements of the proposed Settlement and constituted valid, due, and sufficient notice to Settlement Class members. The Court further finds that the Notice Program satisfies due process and has been fully implemented.*

Judge Dean D. Pregerson, *Falco et al. v. Nissan North America, Inc. et al.* (July 16, 2018) 2:13-cv-00686 (C.D. Cal.):

> *Notice to the Settlement Class as required by Rule 23(e) of the Federal Rules of Civil Procedure has been provided in accordance with the Court's Preliminary Approval Order, and such Notice by first-class mail was given in an adequate and sufficient manner, and constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.*

Judge Lynn Adelman, *In re: Windsor Wood Clad Window Product Liability Litigation* (July 16, 2018) MDL No. 2688, 16-md-02688 (E.D. Wis.):

> *The Court finds that the Notice Program was appropriately administered, and was the best practicable notice to the Class under the circumstances, satisfying the requirements of Rule 23 and due process. The Notice Program, constitutes due, adequate, and sufficient notice to all persons, entities, and/or organizations entitled to receive notice; fully satisfied the requirements of the Constitution of the United States (including the Due*

Process Clause), Rule 23 of the Federal Rules of Civil Procedure, and any other applicable law; and is based on the Federal Judicial Center's illustrative class action notices.

Judge Stephen K. Bushong, *Surrett et al. v. Western Culinary Institute et al.* (June 18, 2018) 0803-03530 (Ore. Cir. Cnty. of Multnomah):

This Court finds that the distribution of the Notice of Settlement … fully met the requirements of the Oregon Rules of Civil Procedure, due process, the United States Constitution, the Oregon Constitution, and any other applicable law.

Judge Jesse M. Furman, *Alaska Electrical Pension Fund et al. v. Bank of America, N.A. et al.* (June 1, 2018) 14-cv-07126 (S.D.N.Y.):

The mailing of the Notice to all members of the Settlement Class who could be identified through reasonable effort, the publication of the Summary Notice, and the other Notice distribution efforts described in the Motion for Final Approval, as provided for in the Court's October 24, 2017 Order Providing for Notice to the Settlement Class and Preliminarily Approving the Plan of Distribution, satisfy the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons entitled to notice.

Judge Brad Seligman, *Larson v. John Hancock Life Insurance Company (U.S.A.)* (May 8, 2018) RG16813803 (Sup. Ct. Cal.):

The Court finds that the Class Notice and dissemination of the Class Notice as carried out by the Settlement Administrator complied with the Court's order granting preliminary approval and all applicable requirements of law, including, but not limited to California Rules of Court, rule 3.769(f) and the Constitutional requirements of due process, and constituted the best notice practicable under the circumstances and sufficient notice to all persons entitled to notice of the Settlement.

[T]he dissemination of the Class Notice constituted the best notice practicable because it included mailing individual notice to all Settlement Class Members who are reasonably identifiable using the same method used to inform class members of certification of the class, following a National Change of Address search and run through the LexisNexis Deceased Database.

Judge Federico A. Moreno, *Masson v. Tallahassee Dodge Chrysler Jeep, LLC* (May 8, 2018) 17-cv-22967 (S.D. Fla.):

The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

Chancellor Russell T. Perkins, *Morton v. GreenBank* (Apr. 18, 2018) 11-135-IV (20th Jud. Dist. Tenn.):

The Notice Program as provided or in the Agreement and the Preliminary Amended Approval Order constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class members who could be identified through reasonable effort. The Notice Plan fully satisfied the requirements of Tennessee Rule of Civil Procedure 23.03, due process and any other applicable law.

Judge James V. Selna, *Callaway v. Mercedes-Benz USA, LLC* (Mar. 8, 2018) 8:14-cv-02011 (C.D. Cal.):

The Court finds that the notice given to the Class was the best notice practicable under the circumstances of this case, and that the notice complied with the requirements of Federal Rule of Civil Procedure 23 and due process.

The notice given by the Class Administrator constituted due and sufficient notice to the Settlement Class, and adequately informed members of the Settlement Class of their right to exclude themselves from the Settlement Class so as not to be bound by the terms of the Settlement Agreement and how to object to the Settlement.

The Court has considered and rejected the objection … [regarding] the adequacy of the notice plan. The notice given provided ample information regarding the case. Class members also had the ability to seek additional information from the settlement website, from Class Counsel or from the Class Administrator.

Judge Thomas M. Durkin, *Vergara et al., v. Uber Technologies, Inc.* (Mar. 1, 2018) 1:15-cv-06972 (N.D. Ill.):

> *The Court finds that the Notice Plan set forth in Section IX of the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order constitutes the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Settlement Classes of the pendency of this case, certification of the Settlement Classes for settlement purposes only, the terms of the Settlement Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. Further, the Court finds that Defendant has timely satisfied the notice requirements of 28 U.S.C. Section 1715.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (Honda & Nissan) (Feb. 28, 2018) MDL No. 2599 (S.D. Fla.):

> *The Court finds that the Class Notice has been given to the Class in the manner approved by the Court in its Preliminary Approval Order. The Court finds that such Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), FED R. CIV. R. 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

Judge Susan O. Hickey, *Larey v. Allstate Property and Casualty Insurance Company* (Feb. 9, 2018) 4:14-cv-04008 (W.D. Kan.):

> *Based on the Court's review of the evidence submitted and argument of counsel, the Court finds and concludes that the Class Notice and Claim Form was mailed to potential Class Members in accordance with the provisions of the Preliminary Approval Order, and together with the Publication Notice, the automated toll-free telephone number, and the settlement website: (i) constituted, under the circumstances, the most effective and practicable notice of the pendency of the Lawsuit, this Stipulation, and the Final Approval Hearing to all Class Members who could be identified through reasonable effort; and (ii) met all requirements of the Federal Rules of Civil Procedure, the requirements of due process under the United States Constitution, and the requirements of any other applicable rules or law.*

Judge Muriel D. Hughes, *Glaske v. Independent Bank Corporation* (Jan. 11, 2018) 13-009983 (Cir. Ct. Mich.):

> *The Court-approved Notice Plan satisfied due process requirements … The notice, among other things, was calculated to reach Settlement Class Members because it was sent to their last known email or mail address in the Bank's files.*

Judge Naomi Reice Buchwald, *Orlander v. Staples, Inc.* (Dec. 13, 2017) 13-cv-00703 (S.D.N.Y.):

> *The Notice of Class Action Settlement ("Notice") was given to all Class Members who could be identified with reasonable effort in accordance with the terms of the Settlement Agreement and Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and the terms and conditions of the proposed Settlement met the requirements of Federal Rule of Civil Procedure 23 and the Constitution of the United States (including the Due Process Clause); and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.*

Judge Lisa Godbey Wood, *T.A.N. v. PNI Digital Media, Inc.* (Dec. 1, 2017) 2:16-cv-132 (S.D. Ga.):

> *Notice to the Settlement Class Members required by Rule 23 has been provided as directed by this Court in the Preliminary Approval Order, and such notice constituted the best notice practicable, including, but not limited to, the forms of notice and methods of identifying and providing notice to the Settlement Class Members, and satisfied the requirements of Rule 23 and due process, and all other applicable laws.*

Judge Robin L. Rosenberg, *Gottlieb v. Citgo Petroleum Corporation* (Nov. 29, 2017) 9:16-cv-81911 (S.D. Fla):

> *The Settlement Class Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice and said notice fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.*

Judge Donald M. Middlebrooks, *Mahoney v. TT of Pine Ridge, Inc.* (Nov. 20, 2017) 9:17-cv-80029 (S.D. Fla.):

> *Based on the Settlement Agreement, Order Granting Preliminary Approval of Class Action Settlement Agreement, and upon the Declaration of Cameron Azari, Esq. (DE 61-1), the Court finds that Class Notice provided to the Settlement Class was the best notice practicable under the circumstances, and that it satisfied the requirements of due process and Federal Rule of Civil Procedure 23(e)(1).*

Judge Gerald Austin McHugh, *Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.* (Nov. 8, 2017) 2:14-cv-04464 (E.D. Pa.):

> *Notice has been provided to the Settlement Class of the pendency of this Action, the conditional certification of the Settlement Class for purposes of this Settlement, and the preliminary approval of the Settlement Agreement and the Settlement contemplated thereby. The Court finds that the notice provided was the best notice practicable under the circumstances to all persons entitled to such notice and fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process.*

Judge Federico A. Moreno, *In re: Takata Airbag Products Liability Litigation* (BMW, Mazda, Toyota, & Subaru) (Nov. 1, 2017) MDL No. 2599 (S.D. Fla.):

> *[T]he Court finds that the Class Notice has been given to the Class in the manner approved in the Preliminary Approval Order. The Class Notice: (i) is reasonable and constitutes the best practicable notice to Class Members under the circumstances; (ii) constitutes notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and the terms of the Settlement Agreement, their right to exclude themselves from the Class or to object to all or any part of the Settlement Agreement, their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense), and the binding effect of the orders and Final Order and Final Judgment in the Action, whether favorable or unfavorable, on all persons and entities who or which do not exclude themselves from the Class; (iii) constitutes due, adequate, and sufficient notice to all persons or entities entitled to receive notice; and (iv) fully satisfied the requirements of the United States Constitution (including the Due Process Clause), Federal Rule of Civil Procedure 23 and any other applicable law as well as complying with the Federal Judicial Center's illustrative class action notices.*

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 "apprise[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 Rebecca Brett Nightingale, *Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al.* (May 15, 2017) CJ-2015-00859 (Dist. Ct. Okla.):

> *The Court-approved Notice Plan satisfies Oklahoma law because it is "reasonable" (12 O.S. § 2023(E)(I)) and it satisfies due process requirements because it 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).*

Judge Joseph F. Bataillon, *Klug v. Watts Regulator Company* (Apr. 13, 2017) 8:15-cv-00061 (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.* (Apr. 13, 2017) 4:12-cv-00664 (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.* (Dec. 14, 2016) 2:12-cv-02247 and ***Gary, LLC v. Deffenbaugh Industries, Inc. et al.*** 2:13-cv-02634 (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* (Dec. 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.* (Nov. 21, 2016) 60CV03-4661 (Ark. Cir. Ct.):

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.,* as part of *In re: Checking Account Overdraft Litigation* (Oct. 13, 2016) 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* (Sept. 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.* (Apr. 11, 2016) 14-cv-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 Yvonne Gonzalez Rogers, *In re: Lithium Ion Batteries Antitrust Litigation* (Mar. 22, 2016) MDL No. 2420, 4:13-md-02420 (N.D. Cal.):

From what I could tell, I liked your approach and the way you did it. I get a lot of these notices that I think are all legalese and no one can really understand them. Yours was not that way.

Judge Christopher S. Sontchi, *In re: Energy Future Holdings Corp et al.* (July 30, 2015) 14-cv-10979 (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, 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 et al. v. Nestlé Purina PetCare Company et al.* (June 23, 2015) 1:12-cv-02871 (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) 2:10-cv-01505 (E.D. La.) and 1:10-cv-22058 (S.D. Fla.) as part of ***In re: Checking Account Overdraft Litigation***, MDL No. 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.* (Dec. 29, 2014) 1:10-cv-10392 (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 et al.* (Aug. 29, 2014) 5:11-cv-02390 & 5:12-cv-00400 (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) CGC-12-519221 (Sup. Ct. Cal.):

> *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* (Dec. 13, 2013) MDL No. 1720, 05-md-01720 (E.D.N.Y.):

> *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) 2:11-cv-02067 (E.D. La.):

> *The Court finds that the dissemination of the Class Notice… as described in Notice Agent Lauran 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* (Apr. 5, 2013) 3:08-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* (Feb. 27, 2013) MDL No. 1958, 08-md-01958 (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.* (Jan. 28, 2013) 3:10-cv-00960 (D. Ore.):

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)* (Jan. 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)* (Dec. 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.* (Aug. 17, 2012) 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, *Sachar v. Iberiabank Corporation* (Apr. 26, 2012) as part of ***In re: Checking Account Overdraft*** 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."…. 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* (Apr. 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* (Mar. 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* (Dec. 1, 2011) 1:10-cv-00232 (D.D.C.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

> *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) 1:09-cv-06655 (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) 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 … 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.* (Mar. 24, 2011) 3:10-cv-01448 (D. Conn.) as part of ***In re: Checking Account Overdraft Litigation*** MDL No. 2036 (S.D. Fla.):

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* (Sept. 2, 2010) 2:07-cv-00871 (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.* (Oct. 7, 2009) 5:07-cv-02580 (N.D. Ohio):

[T]he 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* (Sept. 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.

LEGAL NOTICE CASES

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

In Re Juul Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation	N.D. Cal., No. 19-md-02913
Rogowski et al. v. State Farm Life Insurance Company et al. **(Whole Life or Universal Life Insurance)**	W.D. Mo., No. 4:22-cv-00203
Ingram v. Jamestown Import Auto Sales, Inc. d/b/a Kia of Jamestown **(TCPA)**	W.D.N.Y., No. 1:22-cv-00309
In re: Midwestern Pet Foods Marketing, Sales Practices and Product Liability Litigation	S.D. Ind., No. 3:21-cv-00007
Meier v. Prosperity Bank **(Bank Fees & Overdraft)**	239th Jud. Dist., Brazoria Cnty, Tex., No. 109569-CV
Middleton et al. v. Liberty Mutual Personal Insurance Company et al. **(Auto Insurance Claims Sales Tax)**	S.D. Ohio, No. 1:20-cv-00668
Checchia v. Bank of America, N.A. **(Bank Fees)**	E.D. Penn., No. 2:21-cv-03585
McCullough v. True Health New Mexico, Inc. **(Data Breach)**	2nd Dist. Ct, N.M., No. D-202-CV-2021-06816
Sonterra Capital Master Fund Ltd. v. Credit Suisse Group AG et al. **(Swiss Franc LIBOR-Based Derivatives)**	S.D.N.Y., No. 1:15-cv-00871
Duggan et al. v. Wings Financial Credit Union **(Bank Fees)**	Dist. Ct., Dakota Cnty., Minn., No. 19AV-cv-20-2163
Miller v. Bath Saver, Inc. et al. **(TCPA)**	M.D. Penn., No. 1:21-cv-01072
Chapman v. Insight Global Inc. **(Data Breach)**	M.D. Penn., No. 1:21-cv-00824
Thomsen et al. v. Morley Cos., Inc. **(Data Breach)**	E.D. Mich., No. 1:22-cv-10271
In re Scripps Health Data Incident Litigation **(Data Breach)**	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2021-00024103
In Re Robinhood Outage Litigation **(Trading Outage)**	N.D. Cal., No. 3:20-cv-01626
Walker v Highmark BCBSD Health **(TCPA)**	W.D. Penn., No. 20-cv-01975
Dickens et al. v. Thinx, Inc. **(Consumer Product)**	S.D.N.Y., No. 1:22-cv-04286
Service et al. v. Volkswagen Group of America et al. **(Data Breach)**	Sup. Ct. Cal. Cnty. of Contra Costa, No. C22-01841
Paris et al. v. Progressive American et al. & South v. Progressive Select Insurance Company **(Automobile Total Loss)**	S.D. Fla., No. 19-cv-21761 & 19-cv-21760
Wenston Desue et al. v. 20/20 Eye Care Network, Inc. et al. **(Data Breach)**	S.D. Fla., No. 21-cv-61275
Rivera v. IH Mississippi Valley Credit Union **(Overdraft)**	Cir. Ct 14th Jud. Cir., Rock Island Cnty., Ill., No. 2019 CH 299
Guthrie v. Service Federal Credit Union **(Overdraft)**	Sup. Ct. Rockingham Cnty, N.H., No. 218-2021-CV-00160
Opelousas General Hospital Authority. v. Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana **(Medical Insurance)**	27th Jud. D. Ct. La., No. 16-C-3647
Churchill et al. v. Bangor Savings Bank **(Overdraft)**	Maine Bus. & Consumer Ct., No. BCD-CIV-2021-00027
Brower v. Northwest Community Credit Union **(Bank Fees)**	Ore. Dist. Ct. Multnomah Cnty., No. 20CV38608
Kent et al. v. Women's Health USA, Inc. et al. **(IVF Antitrust Pricing)**	Sup. Ct. Jud. Dist. of Stamford/Norwalk, Conn., No. FST-CV-21-6054676-S

In re: U.S. Office of Personnel Management Data Security Breach Litigation	D.D.C., No. MDL No. 2664, 15-cv-01394
In re: fairlife Milk Products Marketing and Sales Practices Litigation **(False Labeling & Marketing)**	N.D. Ill., No. MDL No. 2909, No. 1:19-cv-03924
In Re: Zoom Video Communications, Inc. Privacy Litigation	N.D. Cal., No. 3:20-cv-02155
Browning et al. v. Anheuser-Busch, LLC **(False Advertising)**	W.D. Mo., No. 20-cv-00889
Callen v. Daimler AG and Mercedes-Benz USA, LLC **(Interior Trim)**	N.D. Ga., No. 1:19-cv-01411
In re: Disposable Contact Lens Antitrust Litigation **(Alcon Laboratories, Inc. and Johnson & Johnson Vision Care, Inc.) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Ford et al. v. [24]7.ai, Inc. **(Data Breach - Best Buy Data Incident)**	N.D. Cal., MDL No. 2863, No. 5:18-cv-02770
In re Takata Airbag Class Action Settlement **- Australia Settlement** ***Louise Haselhurst v. Toyota Motor Corporation Australia Limited*** ***Kimley Whisson v. Subaru (Aust) Pty Limited*** ***Akuratiya Kularathne v. Honda Australia Pty Limited*** ***Owen Brewster v. BMW Australia Ltd*** ***Jaydan Bond v. Nissan Motor Co (Australia) Pty Limited*** ***Camilla Coates v. Mazda Australia Pty Limited***	Australia; NSWSC, No. 2017/00340824 No. 2017/00353017 No. 2017/00378526 No. 2018/00009555 No. 2018/00009565 No. 2018/00042244
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) **(Smithfield Foods, Inc.)**	D. Minn., No. 0:18-cv-01776
Jackson v. UKG Inc., f/k/a The Ultimate Software Group, Inc. **(Biometrics)**	Cir. Ct. of McLean Cnty., Ill., No. 2020L31
In Re: Capital One Consumer Data Security Breach Litigation	E.D. Va., MDL No. 2915, No. 1:19-md-02915
Aseltine v. Chipotle Mexican Grill, Inc. **(Food Ordering Fees)**	Cir. Ct. Cal. Alameda Cnty., No. RG21088118
In re Morgan Stanley Data Security Litigation	S.D.N.Y., No. 1:20-cv-05914
DiFlauro et al. v. Bank of America, N.A. **(Mortgage Bank Fees)**	C.D. Cal., No. 2:20-cv-05692
In re: California Pizza Kitchen Data Breach Litigation	C.D. Cal., No. 8:21-cv-01928
Breda v. Cellco Partnership d/b/a Verizon Wireless **(TCPA)**	D. Mass., No. 1:16-cv-11512
Snyder et al. v. The Urology Center of Colorado, P.C. **(Data Breach)**	2nd Dist. Ct, Cnty. of Denver Col., No. 2021CV33707
Dearing v. Magellan Health Inc. et al. **(Data Breach)**	Sup. Ct. Cnty. of Maricopa, Ariz., No. CV2020-013648
Torretto et al. v. Donnelley Financial Solutions, Inc. and Mediant Communications Inc. **(Data Breach)**	S.D.N.Y., No. 1:20-cv-02667
In Re: Takata Airbag Products Liability Litigation **(Volkswagen)**	S.D. Fla., MDL No. 2599, No. 1:15-md-02599
Beiswinger v. West Shore Home, LLC **(TCPA)**	M.D. Fla., No. 3:20-cv-01286
Arthur et al. v. McDonald's USA, LLC et al.; Lark et al. v. McDonald's USA, LLC et al. **(Biometrics)**	Cir. Ct. St. Clair Cnty., Ill., Nos. 20-L-0891; 1-L-559
Kostka et al. v. Dickey's Barbecue Restaurants, Inc. et al. **(Data Breach)**	N.D. Tex., No. 3:20-cv-03424
Scherr v. Rodan & Fields, LLC; Gorzo et al. v. Rodan & Fields, LLC **(Lash Boost Mascara Product)**	Sup. Ct. of Cal., Cnty. San Bernadino, No. CJC-18-004981; Sup. Ct. of Cal., Cnty. of San Francisco, Nos. CIVDS 1723435 and CGC-18-565628
Cochran et al. v. The Kroger Co. et al. **(Data Breach)**	N.D. Cal., No. 5:21-cv-01887

Fernandez v. Rushmore Loan Management Services LLC **(Mortgage Loan Fees)**	C.D. Cal., No. 8:21-cv-00621
Abramson v. Safe Streets USA LLC **(TCPA)**	E.D.N.C., No. 5:19-cv-00394
Stoll et al. v. Musculoskeletal Institute, Chartered d/b/a Florida Orthopaedic Institute **(Data Breach)**	M.D. Fla., No. 8:20-cv-01798
Mayo v. Affinity Plus Federal Credit Union **(Overdraft)**	4th Jud. Dist. Ct. Minn., No. 27-cv-11786
Johnson v. Moss Bros. Auto Group, Inc. et al. **(TCPA)**	C.D. Cal., No. 5:19-cv-02456
Muransky et al. v. The Cheesecake Factory, Inc. et al. **(FACTA)**	Sup. Ct. Cal. Cnty. of Los Angeles, No. 19 stcv43875
Haney v. Genworth Life Ins. Co. **(Long Term Care Insurance)**	E.D. Va., No. 3:22-cv-00055
Halcom v. Genworth Life Ins. Co. **(Long Term Care Insurance)**	E.D. Va., No. 3:21-cv-00019
Mercado et al. v. Verde Energy USA, Inc. **(Variable Rate Energy)**	N.D. Ill., No. 1:18-cv-02068
Fallis et al. v. Gate City Bank **(Overdraft)**	East Cent. Dist. Ct. Cass Cnty. N.D., No. 09-2019-cv-04007
Sanchez et al. v. California Public Employees' Retirement System et al. **(Long Term Care Insurance)**	Sup. Ct. Cal. Cnty. of Los Angeles, No. BC 517444
Hameed-Bolden et al. v. Forever 21 Retail, Inc. et al. **(Data Breach for Payment Cards)**	C.D. Cal., No. 2:18-cv-03019
Wallace v. Wells Fargo **(Overdraft Fees on Uber and Lyft One-Time Transactions)**	Sup. Ct. Cal. Cnty. of Santa Clara, No. 17-cv-317775
In re Turkey Antitrust Litigations **(Commercial and Institutional Indirect Purchaser Plaintiffs' Action – CIIPPs)** ***Sandee's Bakery d/b/a Sandee's Catering Bakery & Deli et al. v. Agri Stats, Inc.***	N.D. Ill., No. 1:20-cv-02295
Coleman v. Alaska USA Federal Credit Union **(Retry Bank Fees)**	D. Alaska, No. 3:19-cv-00229
Fiore et al. v. Ingenious Designs, L.L.C. and HSN, Inc. **(My Little Steamer)**	E.D.N.Y., No. 1:18-cv-07124
In Re Pork Antitrust Litigation (Commercial and Institutional Indirect Purchaser Actions - CIIPPs) **(JBS USA Food Company, JBS USA Food Company Holdings)**	D. Minn., No. 0:18-cv-01776
Lozano v. CodeMetro Inc. **(Data Breach)**	Sup. Ct. Cal. Cnty. of San Diego, No. 37-2020-00022701
Yamagata et al. v. Reckitt Benckiser LLC **(Schiff Move Free® Advanced Glucosamine Supplements)**	N.D. Cal., No. 3:17-cv-03529
Cin-Q Automobiles, Inc. et al. v. Buccaneers Limited Partnership **(TCPA)**	M.D. Fla., No. 8:13-cv-01592
Thompson et al. v. Community Bank, N.A. **(Overdraft)**	N.D.N.Y., No. 8:19-cv-00919
Bleachtech L.L.C. v. United Parcel Service Co. **(Declared Value Shipping Fees)**	E.D. Mich., No. 2:14-cv-12719
Silveira v. M&T Bank **(Mortgage Fees)**	C.D. Cal., No. 2:19-cv-06958
In re Toll Roads Litigation; Borsuk et al. v. Foothill/Eastern Transportation Corridor Agency et al. **(OCTA Settlement - Collection & Sharing of Personally Identifiable Information)**	C.D. Cal., No. 8:16-cv-00262
In Re: Toll Roads Litigation **(3M/TCA Settlement - Collection & Sharing of Personally Identifiable Information)**	C.D. Cal., No. 8:16-cv-00262
Pearlstone v. Wal-Mart Stores, Inc. **(Sales Tax)**	C.D. Cal., No. 4:17-cv-02856
Zanca et al. v. Epic Games, Inc. **(Fortnite or Rocket League Video Games)**	Sup. Ct. Wake Cnty. N.C., No. 21-CVS-534

In re: Flint Water Cases	E.D. Mich., No. 5:16-cv-10444
Kukorinis v. Walmart, Inc. **(Weighted Goods Pricing)**	S.D. Fla., No. 1:19-cv-20592
Grace v. Apple, Inc. **(Apple iPhone 4 and iPhone 4S Devices)**	N.D. Cal., No. 17-cv-00551
Alvarez v. Sirius XM Radio Inc.	C.D. Cal., No. 2:18-cv-08605
In re: Pre-Filled Propane Tank Antitrust Litigation	W.D. Mo., No. MDL No. 2567, No. 14-cv-02567
In re: Disposable Contact Lens Antitrust Litigation **(ABB Concise Optical Group, LLC) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Morris v. Provident Credit Union **(Overdraft)**	Sup. Ct. Cal. Cnty. of San Fran., No. CGC-19-581616
Pennington v. Tetra Tech, Inc. et al. **(Property)**	N.D. Cal., No. 3:18-cv-05330
Maldonado et al. v. Apple Inc. et al. **(Apple Care iPhone)**	N.D. Cal., No. 3:16-cv-04067
UFCW & Employers Benefit Trust v. Sutter Health et al. **(Self-Funded Payors)**	Sup. Ct. of Cal., Cnty. of San Fran., No. CGC 14-538451 Consolidated with CGC-18-565398
Fitzhenry v. Independent Home Products, LLC **(TCPA)**	D.S.C., No. 2:19-cv-02993
In re: Hyundai and Kia Engine Litigation and Flaherty v. Hyundai Motor Company, Inc. et al.	C.D. Cal., Nos. 8:17-cv-00838 & 18-cv-02223
Sager et al. v. Volkswagen Group of America, Inc. et al.	D.N.J., No. 18-cv-13556
Bautista v. Valero Marketing and Supply Company	N.D. Cal., No. 3:15-cv-05557
Richards et al. v. Chime Financial, Inc. **(Service Disruption)**	N.D. Cal., No. 4:19-cv-06864
In re: Health Insurance Innovations Securities Litigation	M.D. Fla., No. 8:17-cv-02186
Fox et al. v. Iowa Health System d.b.a. UnityPoint Health **(Data Breach)**	W.D. Wis., No. 18-cv-00327
Smith v. Costa Del Mar, Inc. **(Sunglasses Warranty)**	M.D. Fla., No. 3:18-cv-01011
Al's Discount Plumbing et al. v. Viega, LLC **(Building Products)**	M.D. Pa., No. 19-cv-00159
Rose v. The Travelers Home and Marine Insurance Company et al.	E.D. Pa., No. 19-cv-00977
Eastwood Construction LLC et al. v. City of Monroe The Estate of Donald Alan Plyler Sr. et al. v. City of Monroe	Sup. Ct. N.C., Nos. 18-CVS-2692 & 19-CVS-1825
Garvin v. San Diego Unified Port District	Sup. Ct. Cal., No. 37-2020-00015064
Consumer Financial Protection Bureau v. Siringoringo Law Firm	C.D. Cal., No. 8:14-cv-01155
Robinson v. Nationstar Mortgage LLC	D. Md., No. 8:14-cv-03667
Drazen v. GoDaddy.com, LLC **and** ***Bennett v. GoDaddy.com, LLC (TCPA)***	S.D. Ala., No. 1:19-cv-00563
In re: Libor-Based Financial Instruments Antitrust Litigation	S.D.N.Y., MDL No. 2262, No. 1:11-md-2262
Izor v. Abacus Data Systems, Inc. **(TCPA)**	N.D. Cal., No. 19-cv-01057
Cook et al. v. South Carolina Public Service Authority et al.	Ct. of Com. Pleas. 13th Jud. Cir. S.C., No. 2019-CP-23-6675

K.B., by and through her natural parent, Jennifer Qassis, and Lillian Knox-Bender v. Methodist Healthcare - Memphis Hospitals	30th Jud. Dist. Tenn., No. CH-13-04871-1
In re: Roman Catholic Diocese of Harrisburg	Bank. Ct. M.D. Pa., No. 1:20-bk-00599
Denier et al. v. Taconic Biosciences, Inc.	Sup Ct. N.Y., No. 00255851
Robinson v. First Hawaiian Bank **(Overdraft)**	Cir. Ct. of First Cir. Haw., No. 17-1-0167-01
Burch v. Whirlpool Corporation	W.D. Mich., No. 1:17-cv-00018
Armon et al. v. Washington State University **(Data Breach)**	Sup. Ct. Wash., No. 17-2-23244-1 consolidated with No. 17-2-25052-0
Wilson et al. v. Volkswagen Group of America, Inc. et al.	S.D. Fla., No. 17-cv-23033
Prather v. Wells Fargo Bank, N.A. **(TCPA)**	N.D. Ill., No. 1:17-cv-00481
In re: Wells Fargo Collateral Protection Insurance Litigation	C.D. Cal., No. 8:17-ml-02797
Ciuffitelli et al. v. Deloitte & Touche LLP et al.	D. Ore., No. 3:16-cv-00580
Coffeng et al. v. Volkswagen Group of America, Inc.	N.D. Cal., No. 17-cv-01825
Audet et al. v. Garza et al.	D. Conn., No. 3:16-cv-00940
In re: Disposable Contact Lens Antitrust Litigation **(CooperVision, Inc.) (Unilateral Pricing Policies)**	M.D. Fla., No. 3:15-md-02626
Hyder et al. v. Consumers County Mutual Insurance Company	D. Ct. of Travis Cnty. Tex., No. D-1-GN-16-000596
Fessler v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:19-cv-00248
In re: TD Bank, N.A. Debit Card Overdraft Fee Litigation	D.S.C., MDL No. 2613, No. 6:15-MN-02613
Liggio v. Apple Federal Credit Union	E.D. Va., No. 1:18-cv-01059
Garcia v. Target Corporation **(TCPA)**	D. Minn., No. 16-cv-02574
Albrecht v. Oasis Power, LLC d/b/a Oasis Energy	N.D. Ill., No. 1:18-cv-01061
McKinney-Drobnis et al. v. Massage Envy Franchising	N.D. Cal., No. 3:16-cv-06450
In re: Optical Disk Drive Products Antitrust Litigation	N.D. Cal., MDL No. 2143, No. 3:10-md-02143
Stone et al. v. Porcelana Corona De Mexico, S.A. DE C.V f/k/a Sanitarios Lamosa S.A. DE C.V. a/k/a Vortens	E.D. Tex., No. 4:17-cv-00001
In re: Kaiser Gypsum Company, Inc. et al. **(Asbestos)**	Bankr. W.D. N.C., No. 16-31602
Kuss v. American HomePatient, Inc. et al. **(Data Breach)**	M.D. Fla., No. 8:18-cv-02348
Lusnak v. Bank of America, N.A.	C.D. Cal., No. 14-cv-01855
In re: Premera Blue Cross Customer Data Security Breach Litigation	D. Ore., MDL No. 2633, No. 3:15-md-02633
Elder v. Hilton Worldwide Holdings, Inc. **(Hotel Stay Promotion)**	N.D. Cal., No. 16-cv-00278
Grayson et al. v. General Electric Company **(Microwaves)**	D. Conn., No. 3:13-cv-01799

Harris et al. v. Farmers Insurance Exchange and Mid Century Insurance Company	Sup. Ct. Cal., No. BC 579498
Lashambae v. Capital One Bank, N.A. **(Overdraft)**	E.D.N.Y., No. 1:17-cv-06406
Trujillo et al. v. Ametek, Inc. et al. **(Toxic Leak)**	S.D. Cal., No. 3:15-cv-01394
Cox et al. v. Ametek, Inc. et al. **(Toxic Leak)**	S.D. Cal., No. 3:17-cv-00597
Pirozzi et al. v. Massage Envy Franchising, LLC	E.D. Mo., No. 4:19-cv-00807
Lehman v. Transbay Joint Powers Authority et al. **(Millennium Tower)**	Sup. Ct. Cal., No. GCG-16-553758
In re: FCA US LLC Monostable Electronic Gearshift Litigation	E.D. Mich., MDL No. 2744 & No. 16-md-02744
Dasher v. RBC Bank (USA) predecessor in interest to PNC Bank, N.A.**, as part of *In re: Checking Account Overdraft***	S.D. Fla., No. 1:10-cv-22190, as part of MDL No. 2036
Behfarin v. Pruco Life Insurance Company et al.	C.D. Cal., No. 17-cv-05290
In re: Renovate America Finance Cases **(Tax Assessment Financing)**	Sup. Ct., Cal., Cnty. of Riverside, No. RICJCCP4940
Nelson v. Roadrunner Transportation Systems, Inc. **(Data Breach)**	N.D. Ill., No. 1:18-cv-07400
Skochin et al. v. Genworth Life Insurance Company et al.	E.D. Va., No. 3:19-cv-00049
Walters et al. v. Target Corp. **(Overdraft)**	S.D. Cal., No. 3:16-cv-01678
Jackson et al. v. Viking Group, Inc. et al.	D. Md., No. 8:18-cv-02356
Waldrup v. Countrywide Financial Corporation et al.	C.D. Cal., No. 2:13-cv-08833
Burrow et al. v. Forjas Taurus S.A. et al.	S.D. Fla., No. 1:16-cv-21606
Henrikson v. Samsung Electronics Canada Inc.	Ontario Super. Ct., No. 2762-16cp
In re: Comcast Corp. Set-Top Cable Television Box Antitrust Litigation	E.D. Pa., No. 2:09-md-02034
Lightsey et al. v. South Carolina Electric & Gas Company, a Wholly Owned Subsidiary of SCANA et al.	Ct. of Com. Pleas., S.C., No. 2017-CP-25-335
Rabin v. HP Canada Co. et al.	Quebec Ct., Dist. of Montreal, No. 500-06-000813-168
Di Filippo v. The Bank of Nova Scotia et al. **(Gold Market Instrument)**	Ontario Sup. Ct., No. CV-15-543005-00CP & No. CV-16-551067-00CP
McIntosh v. Takata Corporation et al.; Vitoratos et al. v. Takata Corporation et al.; and Hall v. Takata Corporation et al.	Ontario Sup Ct., No. CV-16-543833-00CP; Quebec Sup. Ct. of Justice, No. 500-06-000723-144; & Court of Queen's Bench for Saskatchewan, No. QBG. 1284 or 2015
Adlouni v. UCLA Health Systems Auxiliary et al.	Sup. Ct. Cal., No. BC589243
Lloyd et al. v. Navy Federal Credit Union	S.D. Cal., No. 17-cv-01280
Luib v. Henkel Consumer Goods Inc.	E.D.N.Y., No. 1:17-cv-03021
Zaklit et al. v. Nationstar Mortgage LLC et al. **(TCPA)**	C.D. Cal., No. 5:15-cv-02190
In re: HP Printer Firmware Update Litigation	N.D. Cal., No. 5:16-cv-05820
In re: Dealer Management Systems Antitrust Litigation	N.D. Ill., MDL No. 2817, No. 18-cv-00864

Mosser v. TD Bank, N.A. and Mazzadra et al. v. TD Bank, N.A.*, as part of *In re: Checking Account Overdraft	E.D. Pa., No. 2:10-cv-00731, S.D. Fla., No. 10-cv-21386 and S.D. Fla., No. 1:10-cv-21870, as part of S.D. Fla., MDL No. 2036
***Naiman v. Total Merchant Services, Inc. et al.* (TCPA)**	N.D. Cal., No. 4:17-cv-03806
In re: Valley Anesthesiology Consultants, Inc. Data Breach Litigation	Sup. Ct. of Maricopa Ariz., No. CV2016-013446
***Parsons v. Kimpton Hotel & Restaurant Group, LLC* (Data Breach)**	N.D. Cal., No. 3:16-cv-05387
Stahl v. Bank of the West	Sup. Ct. Cal., No. BC673397
37 Besen Parkway, LLC v. John Hancock Life Insurance Company (U.S.A.)	S.D.N.Y., No. 15-cv-09924
Tashica Fulton-Green et al. v. Accolade, Inc.	E.D. Pa., No. 2:18-cv-00274
In re: Community Health Systems, Inc. Customer Data Security Breach Litigation	N.D. Ala., MDL No. 2595, No. 2:15-cv-00222
Al's Pals Pet Card, LLC et al. v. Woodforest National Bank, N.A. et al.	S.D. Tex., No. 4:17-cv-03852
Cowen v. Lenny & Larry's Inc.	N.D. Ill., No. 1:17-cv-01530
***Martin v. Trott* (MI - Foreclosure)**	E.D. Mich., No. 2:15-cv-12838
***Knapper v. Cox Communications, Inc.* (TCPA)**	D. Ariz., No. 2:17-cv-00913
***Dipuglia v. US Coachways, Inc.* (TCPA)**	S.D. Fla., No. 1:17-cv-23006
***Abante Rooter and Plumbing v. Pivotal Payments Inc., d/b/a/ Capital Processing Network and CPN* (TCPA)**	N.D. Cal., No. 3:16-cv-05486
First Impressions Salon, Inc. et al. v. National Milk Producers Federation et al.	S.D. Ill., No. 3:13-cv-00454
Raffin v. Medicredit, Inc. et al.	C.D. Cal., No. 15-cv-04912
***Gergetz v. Telenav, Inc.* (TCPA)**	N.D. Cal., No. 5:16-cv-04261
***Ajose et al. v. Interline Brands Inc.* (Plumbing Fixtures)**	M.D. Tenn., No. 3:14-cv-01707
Underwood v. Kohl's Department Stores, Inc. et al.	E.D. Pa., No. 2:15-cv-00730
Surrett et al. v. Western Culinary Institute et al.	Ore. Cir., Ct. Cnty. of Multnomah, No. 0803-03530
***Vergara et al., v. Uber Technologies, Inc.* (TCPA)**	N.D. Ill., No. 1:15-cv-06972
Watson v. Bank of America Corporation et al.; ***Bancroft-Snell et al. v. Visa Canada Corporation et al.;*** ***Bakopanos v. Visa Canada Corporation et al.;*** ***Macaronies Hair Club and Laser Center Inc. operating as Fuze Salon v. BofA Canada Bank et al.;*** ***Hello Baby Equipment Inc. v. BofA Canada Bank and others (Visa and Mastercard Canadian Interchange Fees)***	Sup. Ct. of B.C., No. VLC-S-S-112003; Ontario Sup. Ct., No. CV-11-426591; Sup. Ct. of Quebec, No. 500-06-00549-101; Ct. of QB of Alberta, No. 1203-18531; Ct. of QB of Saskatchewan, No. 133 of 2013
***In re: Takata Airbag Products Liability Litigation* (OEMs – BMW, Mazda, Subaru, and Toyota)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEMs – Honda and Nissan)**	S.D. Fla., MDL No. 2599
***In re: Takata Airbag Products Liability Litigation* (OEM – Ford)**	S.D. Fla., MDL No. 2599
***Poseidon Concepts Corp. et al.* (Canadian Securities Litigation)**	Ct. of QB of Alberta, No. 1301-04364

Callaway v. Mercedes-Benz USA, LLC **(Seat Heaters)**	C.D. Cal., No. 8:14-cv-02011
Hale v. State Farm Mutual Automobile Insurance Company et al.	S.D. Ill., No. 3:12-cv-00660
Farrell v. Bank of America, N.A. **(Overdraft)**	S.D. Cal., No. 3:16-cv-00492
In re: Windsor Wood Clad Window Products Liability Litigation	E.D. Wis., MDL No. 2688, No. 16-md-02688
Wallace et al. v. Monier Lifetile LLC et al.	Sup. Ct. Cal., No. SCV-16410
In re: Parking Heaters Antitrust Litigation	E.D.N.Y., No. 15-MC-00940
Pantelyat et al. v. Bank of America, N.A. et al. **(Overdraft / Uber)**	S.D.N.Y., No. 16-cv-08964
Falco et al. v. Nissan North America, Inc. et al. **(Engine – CA & WA)**	C.D. Cal., No. 2:13-cv-00686
Alaska Electrical Pension Fund et al. v. Bank of America N.A. et al. **(ISDAfix Instruments)**	S.D.N.Y., No. 14-cv-07126
Larson v. John Hancock Life Insurance Company (U.S.A.)	Sup. Ct. Cal., No. RG16813803
Larey v. Allstate Property and Casualty Insurance Company	W.D. Kan., No. 4:14-cv-04008
Orlander v. Staples, Inc.	S.D.N.Y., No. 13-cv-00703
Masson v. Tallahassee Dodge Chrysler Jeep, LLC (TCPA)	S.D. Fla., No. 1:17-cv-22967
Gordon et al. v. Amadeus IT Group, S.A. et al.	S.D.N.Y., No. 1:15-cv-05457
Alexander M. Rattner v. Tribe App., Inc., and Kenneth Horsley v. Tribe App., Inc.	S.D. Fla., Nos. 1:17-cv-21344 & 1:14-cv-02311
Sobiech v. U.S. Gas & Electric, Inc., i/t/d/b/a Pennsylvania Gas & Electric et al.	E.D. Pa., No. 2:14-cv-04464
Mahoney v. TT of Pine Ridge, Inc.	S.D. Fla., No. 9:17-cv-80029
Ma et al. v. Harmless Harvest Inc. **(Coconut Water)**	E.D.N.Y., No. 2:16-cv-07102
Reilly v. Chipotle Mexican Grill, Inc.	S.D. Fla., No. 1:15-cv-23425
The Financial Oversight and Management Board for Puerto Rico as representative of Puerto Rico Electric Power Authority ("PREPA") **(Bankruptcy)**	D. Puerto Rico, No. 17-cv-04780
In re: Syngenta Litigation	4th Jud. Dist. Minn., No. 27-cv-15-3785
T.A.N. v. PNI Digital Media, Inc.	S.D. Ga., No. 2:16-cv-00132
Lewis v. Flue-Cured Tobacco Cooperative Stabilization Corporation (n/k/a United States Tobacco Cooperative, Inc.)	N.C. Gen. Ct. of Justice, Sup. Ct. Div., No. 05 CVS 188, No. 05 CVS 1938
McKnight et al. v. Uber Technologies, Inc. et al.	N.D. Cal., No. 14-cv-05615
Gottlieb v. Citgo Petroleum Corporation **(TCPA)**	S.D. Fla., No. 9:16-cv-81911
Farnham v. Caribou Coffee Company, Inc. **(TCPA)**	W.D. Wis., No. 16-cv-00295
Jacobs et al. v. Huntington Bancshares Inc. et al. **(FirstMerit Overdraft Fees)**	Ohio C.P., No. 11CV000090
Morton v. Greenbank **(Overdraft Fees)**	20th Jud. Dist. Tenn., No. 11-135-IV

Ratzlaff et al. v. BOKF, NA d/b/a Bank of Oklahoma et al. **(Overdraft Fees)**	Dist. Ct. Okla., No. CJ-2015-00859
Klug v. Watts Regulator Company **(Product Liability)**	D. Neb., No. 8:15-cv-00061
Bias v. Wells Fargo & Company et al. **(Broker's Price Opinions)**	N.D. Cal., No. 4:12-cv-00664
Greater Chautauqua Federal Credit Union v. Kmart Corp. et al. **(Data Breach)**	N.D. Ill., No. 1:15-cv-02228
Hawkins v. First Tennessee Bank, N.A. et al. **(Overdraft Fees)**	13th Jud. Cir. Tenn., No. CT-004085-11
In re: Volkswagen "Clean Diesel" Marketing, Sales Practices and Product Liability Litigation **(Bosch Settlement)**	N.D. Cal., MDL No. 2672
In re: HSBC Bank USA, N.A.	Sup. Ct. N.Y., No. 650562/11
Glaske v. Independent Bank Corporation **(Overdraft Fees)**	Cir. Ct. Mich., No. 13-009983
MSPA Claims 1, LLC v. IDS Property Casualty Insurance Company	11th Jud. Cir. Fla, No. 15-27940-CA-21
In re: Lithium Ion Batteries Antitrust Litigation	N.D. Cal., MDL No. 2420, No. 4:13-md-02420
Chimeno-Buzzi v. Hollister Co. and Abercrombie & Fitch Co.	S.D. Fla., No. 14-cv-23120
Small v. BOKF, N.A.	D. Colo., No. 13-cv-01125
Forgione v. Webster Bank N.A. **(Overdraft Fees)**	Sup. Ct. Conn., No. X10-UWY-cv-12-6015956-S
Swift v. BancorpSouth Bank**, as part of** ***In re: Checking Account Overdraft***	N.D. Fla., No. 1:10-cv-00090, as part of S.D. Fla, MDL No. 2036
Whitton v. Deffenbaugh Industries, Inc. et al. ***Gary, LLC v. Deffenbaugh Industries, Inc. et al.***	D. Kan., No. 2:12-cv-02247 D. Kan., No. 2:13-cv-02634
In re: Citrus Canker Litigation	11th Jud. Cir., Fla., No. 03-8255 CA 13
In re: Caterpillar, Inc. C13 and C15 Engine Products Liability Litigation	D.N.J., MDL No. 2540
In re: Shop-Vac Marketing and Sales Practices Litigation	M.D. Pa., MDL No. 2380
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.	27th Jud. D. Ct. La., No. 12-C-1599
Opelousas General Hospital Authority v. PPO Plus, L.L.C. et al.	27th Jud. D. Ct. La., No. 13-C-5380
Russell Minoru Ono v. Head Racquet Sports USA	C.D. Cal., No. 2:13-cv-04222
Kerry T. Thibodeaux, M.D. (A Professional Medical Corporation) v. American Lifecare, Inc.	27th Jud. D. Ct. La., No. 13-C-3212
Gattinella v. Michael Kors (USA), Inc. et al.	S.D.N.Y., No. 14-cv-05731
In re: Energy Future Holdings Corp. et al. **(Asbestos Claims Bar Notice)**	Bankr. D. Del., No. 14-10979
Dorothy Williams d/b/a Dot's Restaurant v. Waste Away Group, Inc.	Cir. Ct., Lawrence Cnty., Ala., No. 42-cv-2012- 900001.00
Kota of Sarasota, Inc. v. Waste Management Inc. of Florida	12th Jud. Cir. Ct., Sarasota Cnty., Fla., No. 2011-CA-008020NC
Steen v. Capital One, N.A.**, as part of** ***In re: Checking Account Overdraft***	E.D. La., No. 2:10-cv-01505 and 1:10-cv-22058, as part of S.D. Fla., MDL No. 2036
Childs et al. v. Synovus Bank et al.**, as part of** ***In re: Checking Account Overdraft***	S.D. Fla., MDL No. 2036

***In re: MI Windows and Doors Inc. Products Liability Litigation* (Building Products)**	D.S.C., MDL No. 2333
Given v. Manufacturers and Traders Trust Company a/k/a M&T Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Scharfstein v. BP West Coast Products, LLC	Ore. Cir., Cnty. of Multnomah, No. 1112-17046
Adkins et al. v. Nestlé Purina PetCare Company et al.	N.D. Ill., No. 1:12-cv-02871
Smith v. City of New Orleans	Civil D. Ct., Parish of Orleans, La., No. 2005-05453
***Hawthorne v. Umpqua Bank* (Overdraft Fees)**	N.D. Cal., No. 11-cv-06700
Gulbankian et al. v. MW Manufacturers, Inc.	D. Mass., No. 1:10-cv-10392
***Costello v. NBT Bank* (Overdraft Fees)**	Sup. Ct. Del Cnty., N.Y., No. 2011-1037
In re American Express Anti-Steering Rules Antitrust Litigation (II) (Italian Colors Restaurant)	E.D.N.Y., MDL No. 2221, No. 11-md-2221
***Wong et al. v. Alacer Corp.* (Emergen-C)**	Sup. Ct. Cal., No. CGC-12-519221
Mello et al. v. Susquehanna Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Plasma-Derivative Protein Therapies Antitrust Litigation	N.D. Ill., No. 09-cv-07666
***Simpson v. Citizens Bank* (Overdraft Fees)**	E.D. Mich., No. 2:12-cv-10267
George Raymond Williams, M.D., Orthopedic Surgery, a Professional Medical, LLC et al. v. Bestcomp, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5242-B
Simmons v. Comerica Bank, N.A.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***McGann et al., v. Schnuck Markets, Inc.* (Data Breach)**	Mo. Cir. Ct., No. 1322-CC00800
***Rose v. Bank of America Corporation et al.* (TCPA)**	N.D. Cal., Nos. 5:11-cv-02390 & 5:12-cv-00400
***Johnson v. Community Bank, N.A. et al.* (Overdraft Fees)**	M.D. Pa., No. 3:12-cv-01405
National Trucking Financial Reclamation Services, LLC et al. v. Pilot Corporation et al.	E.D. Ark., No. 4:13-cv-00250
Price v. BP Products North America	N.D. Ill., No. 12-cv-06799
Yarger v. ING Bank	D. Del., No. 11-154-LPS
***Glube et al. v. Pella Corporation et al.* (Building Products)**	Ont. Super. Ct., No. CV-11-4322294-00CP
***Fontaine v. Attorney General of Canada* (Mistassini Hostels Residential Schools)**	Qué. Super. Ct., No. 500-06-000293-056 & No. 550-06-000021-056
***Miner v. Philip Morris Companies, Inc. et al.* (Light Cigarettes)**	Ark. Cir. Ct., No. 60CV03-4661
Williams v. SIF Consultants of Louisiana, Inc. et al.	27th Jud. D. Ct. La., No. 09-C-5244-C
Opelousas General Hospital Authority v. Qmedtrix Systems, Inc.	27th Jud. D. Ct. La., No. 12-C-1599-C
***Evans et al. v. TIN, Inc. et al.* (Environmental)**	E.D. La., No. 2:11-cv-02067
Casayuran v. PNC Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036

Anderson v. Compass Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Eno v. M & I Marshall & Ilsley Bank* as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Blahut v. Harris, N.A.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
In re: Zurn Pex Plumbing Products Liability Litigation	D. Minn., MDL No. 1958, No. 08-md-1958
***Saltzman v. Pella Corporation* (Building Products)**	N.D. Ill., No. 06-cv-04481
***In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation* (Mastercard & Visa)**	E.D.N.Y., MDL No. 1720, No. 05-md-01720
RBS v. Citizens Financial Group, Inc.*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Gessele et al. v. Jack in the Box, Inc.	D. Ore., No. 3:10-cv-00960
***Vodanovich v. Boh Brothers Construction* (Hurricane Katrina Levee Breaches)**	E.D. La., No. 05-cv-04191
***Marolda v. Symantec Corporation* (Software Upgrades)**	N.D. Cal., No. 3:08-cv-05701
***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Medical Benefits Settlement)**	E.D. La., MDL No. 2179
***In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico, on April 20, 2010* (Economic & Property Damages Settlement)**	E.D. La., MDL No. 2179
Opelousas General Hospital Authority v. FairPay Solutions	27th Jud. D. Ct. La., No. 12-C-1599-C
***Fontaine v. Attorney General of Canada* (Stirland Lake and Cristal Lake Residential Schools)**	Ont. Super. Ct., No. 00-cv-192059 CP
***Nelson v. Rabobank, N.A.* (Overdraft Fees)**	Sup. Ct. Cal., No. RIC 1101391
Case v. Bank of Oklahoma*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Harris v. Associated Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
Wolfgeher v. Commerce Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
McKinley v. Great Western Bank*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***Lawson v. BancorpSouth* (Overdraft Fees)**	W.D. Ark., No. 1:12-cv-01016
***LaCour v. Whitney Bank* (Overdraft Fees)**	M.D. Fla., No. 8:11-cv-01896
Sachar v. Iberiabank Corporation*, as part of *In re: Checking Account Overdraft	S.D. Fla., MDL No. 2036
***Williams v. S.I.F. Consultants* (CorVel Corporation)**	27th Jud. D. Ct. La., No. 09-C-5244-C
***Gwiazdowski v. County of Chester* (Prisoner Strip Search)**	E.D. Pa., No. 2:08-cv-04463
***Williams v. Hammerman & Gainer, Inc.* (SIF Consultants)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Williams v. Hammerman & Gainer, Inc.* (Risk Management)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Williams v. Hammerman & Gainer, Inc.* (Hammerman)**	27th Jud. D. Ct. La., No. 11-C-3187-B
***Gunderson v. F.A. Richard & Assocs., Inc.* (First Health)**	14th Jud. D. Ct. La., No. 2004-002417

Delandro v. County of Allegheny **(Prisoner Strip Search)**	W.D. Pa., No. 2:06-cv-00927
Mathena v. Webster Bank, N.A.**, as part of *In re: Checking Account Overdraft***	D. Conn, No. 3:10-cv-01448, as part of S.D. Fla., MDL No. 2036
Vereen v. Lowe's Home Centers **(Defective Drywall)**	Ga. Super. Ct., No. SU10-cv-2267B
Trombley v. National City Bank**, as part of *In re: Checking Account Overdraft***	D.D.C., No. 1:10-cv-00232, as part of S.D. Fla., MDL No. 2036
Schulte v. Fifth Third Bank **(Overdraft Fees)**	N.D. Ill., No. 1:09-cv-06655
Satterfield v. Simon & Schuster, Inc. **(Text Messaging)**	N.D. Cal., No. 06-cv-02893
Coyle v. Hornell Brewing Co. **(Arizona Iced Tea)**	D.N.J., No. 08-cv-02797
Holk v. Snapple Beverage Corporation	D.N.J., No. 3:07-cv-03018
In re: Heartland Data Payment System Inc. Customer Data Security Breach Litigation	S.D. Tex., MDL No. 2046
Weiner v. Snapple Beverage Corporation	S.D.N.Y., No. 07-cv-08742
Gunderson v. F.A. Richard & Assocs., Inc. **(Cambridge)**	14th Jud. D. Ct. La., No. 2004-002417
Miller v. Basic Research, LLC **(Weight-loss Supplement)**	D. Utah, No. 2:07-cv-00871
In re: Countrywide Customer Data Breach Litigation	W.D. Ky., MDL No. 1998
Boone v. City of Philadelphia **(Prisoner Strip Search)**	E.D. Pa., No. 05-cv-01851
Little v. Kia Motors America, Inc. **(Braking Systems)**	N.J. Super. Ct., No. UNN-L-0800-01
Opelousas Trust Authority v. Summit Consulting	27th Jud. D. Ct. La., No. 07-C-3737-B
Steele v. Pergo **(Flooring Products)**	D. Ore., No. 07-cv-01493
Pavlov v. Continental Casualty Co. **(Long Term Care Insurance)**	N.D. Ohio, No. 5:07-cv-02580
Dolen v. ABN AMRO Bank N.V. **(Callable CD's)**	Ill. Cir. Ct., Nos. 01-L-454 & 01-L-493
In re: Department of Veterans Affairs (VA) Data Theft Litigation	D.D.C., MDL No. 1796
In re: Katrina Canal Breaches Consolidated Litigation	E.D. La., No. 05-cv-04182

Hilsoft-cv-148

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

MARY LOUIS AND MONICA DOUGLAS, on behalf of themselves and all others similarly situated, and COMMUNITY ACTION AGENCY OF SOMERVILLE, INC.,

Plaintiffs,

v.

SAFERENT SOLUTIONS, LLC, and METROPOLITAN MANAGEMENT GROUP, LLC,

Defendants.

Civil Case No. 1:22-cv-10800-AK

JOINT STATUS REPORT

In connection with this Court's Order of February 21, 2024 (Doc. No. 108) and the Parties' Joint Status Report of March 1, 2024 (Doc. No. 111), Plaintiff Mary Louis and Defendant Metropolitan Management Group, LLC submit this report regarding the status of settlement.

1. All parties in this case engaged in a mediation session on November 6, 2023, and with the aid of the Hon. Judge Welsh (Ret.), made progress toward reaching a settlement of this case.

2. Plaintiffs and Defendant SafeRent Solutions have reached a settlement to resolve the claims by Plaintiffs against Defendant SafeRent Solutions. On March 28, 2024, Plaintiffs filed their Unopposed Motion to Certify the Classes for Settlement Purposes and Direct Notice of Settlement to the Classes ("Preliminary Approval Motion"), and corresponding filings. Doc Nos. 113, 114. The final, signed Class Action Settlement Agreement and Release is attached as Exhibit 1 to the Preliminary Approval Motion.

3. Plaintiff Community Action Agency of Somerville ("CAAS") has also reached a separate settlement agreement to resolve the individual claims of CAAS against Defendant SafeRent Solutions. CAAS filed a Notice of Settlement on March 28, 2024. Doc. No. 117.

4. Plaintiff Mary Louis and Defendant Metropolitan are continuing to engage in settlement discussions regarding the individual claims of Plaintiff Louis against Defendant Metropolitan. As stated in their March 1 report, the Parties initially agreed to submit this updated report to the Court by March 15, 2024. Following the March 1 report, the Parties met and conferred about settlement on March 6, when Plaintiffs' counsel offered an updated proposal. Plaintiffs' counsel attempted to follow up with counsel for Metropolitan thereafter through email, but received no response until March 28. The Parties apologize to the Court for failing to provide a further update by the March 15 deadline and intend to continue settlement discussions and provide prompt updates to the Court in the future.

5. Plaintiff Louis and Defendant Metropolitan have agreed to submit a further status report by April 12, 2024, that either updates the Court on the status of these parties' settlement discussions or that proposes a schedule consistent with the dates provided at the Court's September 13, 2023 status conference.

If the Court believes a further order is necessary at this time, the Parties respectfully request that the Court enter an order directing Plaintiff Mary Louis and Defendant Metropolitan to submit a further status report by April 12, 2024, that either updates the Court on the status of the these parties' settlement discussions or that proposes a schedule consistent with the dates provided at the Court's September 13, 2023 status conference.

Respectfully submitted March 28, 2024, by:

/s/ Christine E. Webber
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document, filed through the CM/ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies shall be served by first class mail postage prepaid on all counsel who are not served through the CM/ECF system on March 28, 2024.

Dated: March 28, 2024 /s/ *Christine E. Webber*