

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re PVC Pipe Antitrust Litigation

THIS DOCUMENT RELATES TO:

ALL DIRECT PURCHASER CLASS
PLAINTIFF ACTIONS

Case No. 1:24-cv-07639

Hon. LaShonda A. Hunt

**DECLARATION OF GINA INTREPIDO-BOWDEN REGARDING
SETTLEMENT NOTICE PLAN**

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

1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a judicially recognized legal notice expert with more than 20 years of experience designing and implementing class action legal notice programs. I have been involved in many of the largest and most complex class action notice programs, including all aspects of notice dissemination. A comprehensive description of my experience is attached as **Exhibit A**.

2. I submit this Declaration at the request of the Direct Purchaser Plaintiff (“DPP”) Interim Lead Counsel and Oil Price Information Service, LLC (“OPIS” or “Settling Defendant”) (collectively, the “Parties”) in the above-referenced action to describe the plan for providing notice to the DPP Settlement Class (the “Notice Plan”) and address why it is consistent with other best practicable court-approved notice programs and the requirements of Federal Rule of Civil Procedure 23 (“Rule 23”), the Due Process Clause of the United States Constitution, and the Federal Judicial Center (“FJC”) guidelines for best practicable due process notice.

BACKGROUND AND EXPERIENCE

3. JND is a leading legal administration services provider with offices throughout the United States and its headquarters in Seattle, Washington. JND’s class action division provides all services necessary for the effective implementation of class actions including: (1) all facets of legal

notice, such as outbound mailing, email notification, and the design and implementation of media programs; (2) website design and deployment, including online claim filing capabilities; (3) call center and other contact support; (4) secure class member data management; (5) paper and electronic claims processing; (6) calculation design and programming; (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other functions related to the secure and accurate administration of class actions.

4. JND is an approved vendor for the United States Securities and Exchange Commission and the Federal Trade Commission. In addition, we have worked with a number of other government agencies including: the U.S. Equal Employment Opportunity Commission, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation, the Federal Communications Commission, the Department of Justice, and the Department of Labor. We also have Master Services Agreements with various corporations and banks, which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting firm Moss Adams.¹

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

6. The principals of JND collectively have over 80 years of experience in class action legal and administrative fields. JND has overseen claims processes for some of the largest legal claims administration matters in the country's history and regularly prepares and implements court

¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data security.

approved notice and administration campaigns throughout the United States, including several in this District: *Ahmed v. HSBC Bank USA, NA*, Case No. 15-cv-2057-FMO-SPx; *Allison v. Oak Street Health, Inc.*, Case No. 22-cv-00149; *Balmoral Home, Inc. v. CMK Healthcare Training Ctr., LLC*, Case No. 13-cv-03995; *Barrios v. City of Chicago*, Case No. 15-cv-02648; *Bartlett v. City of Chicago*, Case No. 15-cv-11899; *Flowers v. City of Chicago*, Case No. 18-cv-07003; *FTC v. AI Janitorial Supply Corp.*, Case No. 17-cv-07790; *FTC v. Career Educ. Corp.*, Case No. 19-cv-05739; *Gates v. City of Chicago*, Case No. 04-cv-02155; *In re: Akorn, Inc. Data Integrity Sec. Litig.*, Case, No. 18-cv-01713; *In re: Akorn, Inc. Sec. Litig.*, Case No. 15-cv-01944; *In re: Broiler Chicken Antitrust Litig.*, Case No. 16-cv-08637; *In re Kraft Heinz Sec. Litig.*, Case No. 19-cv-01339; *In re Local TV Advert. Antitrust Litig.*, Case No. 18-06785; *In re Navistar MaxxForce Engines Mktg., Sales Practices and Prods. Liab. Lit.*, Case No. 14-cv-10318; *Ivery v. RMH Illinois, LLC and RMH Franchise Holdings, Inc.*, Case No. 17-CIV-1619; *Johnson v. Yahoo!, Inc.*, Case No. 14-cv-02028; *Lippert v. Baldwin*, Case No. 10-cv-4603; *Meegan v. NFI Indus., Inc.*, Case No. 20-cv-00465; *Moehrl v. Nat'l Assoc. of Realtors*, Case No. 19-cv-01610-ARW; *Moss v. United Airlines*, Case No. 16-cv-08496; *Pickett v. Simos Insourcing Sols. Corp.*, Case No. 17-cv-01013; *Stephens v. C&K Trucking, LLC*, Case No. 20-cv-04305; *Thome v. NOVAtime Tech., Inc.*, Case No. 19-cv-06256; *Yates v. Checkers*, Case No. 17-cv-09219; as well as others.

JND was appointed the notice and claims administrator in the landmark \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed notice via print, television, radio, internet and more; received and processed more than eight million claims; and staffed the call center with more than 250 agents during the peak of the notice program. JND was also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement where we received more than 18 million claims. JND sent email notice twice to over 140 million class members, the interactive website received more than 130 million hits, and the call center was staffed with approximately 500 agents at the peak of call volume.

7. Other large JND matters include a voluntary remediation program in Canada on

behalf of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million GM Ignition Switch Settlement, where we sent notice to nearly 30 million class members and processed over 1.5 million claims; and the \$215 million USC Student Health Center Settlement on behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters, including the recent National Association of Realtors (“Realtors”) settlements totaling over \$1 billion thus far. Our notice campaigns are regularly approved by courts throughout the United States.

8. As a member of JND’s Legal Notice Team, I research, design, develop, and implement a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court rules. In addition to providing notice to potential class members through direct mail and email, our media campaigns have used a variety of media including newspapers, press releases, magazines, trade journals, radio, television, social media, and the internet, depending on the circumstances and allegations of the case, the demographics of the class, and the habits of its members, as reported by various research and analytics tools. Our media campaigns are regularly approved by courts throughout the United States.

9. During my career, I have submitted declarations to courts throughout the country attesting to the creation and launch of various notice programs.

NOTICE PLAN OVERVIEW

10. The objective of the proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow DPP Settlement Class Members the opportunity to review a plain language notice and easily take the next step to learn more about the proposed Settlement. The FJC’s *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide* consider a Notice Plan with a high reach (above 70%) to be effective.

11. The DPP Settlement Class consists of all persons and entities who purchased PVC Pipes in the United States directly from one or more of the Converter Defendants (or from any of the Converter Defendants’ parents, predecessors, subsidiaries or affiliates) at any time between

April 1, 2021 and May 16, 2025. Converter Defendants include: Atkore, Inc., Cantex, Inc., Diamond Plastics Corporation, Prime Conduit, Inc., Sanderson Pipe Corporation, Southern Pipe, Inc., IPEX USA, LLC, J-M Manufacturing Company, Inc. d/b/a JM Eagle, National Pipe & Plastics, Inc., PipeLife Jet Stream, Inc., Otter Tail Corporation, Northern Pipe Products, Inc., Vinyltech Corporation, Westlake Corporation and Westlake Pipe & Fittings Corporation d/b/a North America PVC Pipe Corporation. Excluded from the DPP Settlement Class are Defendants, and their parents, predecessors, subsidiaries, and affiliates, and all federal government entities and instrumentalities of the federal government.

12. The proposed Notice Plan includes the following components, as further described in the sections below:

- a. CAFA Notice to appropriate state and federal officials;
- b. Direct notice to all known DPP Settlement Class Members for whom contact information is provided;
- c. Digital notice targeted specifically to potential DPP Settlement Class Members;
- d. A settlement website that will provide detailed information about the proposed Settlement, including a page with answers to frequently asked questions, contact information, key dates, links to important case documents including the Long Form Notice, attached as **Exhibit B**, and the Settlement Agreement; and
- e. A toll-free number for the Settlement, which will include an interactive voice response (IVR), and post office box through which DPP Settlement Class Members may obtain more information about the proposed Settlement and request that the Long Form Notice be sent to them.

13. Based on my experience in developing and implementing settlement notice programs, I believe that a Notice Plan with these elements will provide the best notice practicable under the circumstances.

14. Each component of the proposed Notice Plan is described in more detail in the

sections below.

CAFA NOTICE

15. JND will work with Counsel for Settling Defendant to provide notice of the proposed Settlement under the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days after the proposed Settlement is filed with the Court. CAFA Notice will be mailed to the appropriate state and federal government officials.

DIRECT NOTICE

16. It is my understanding that Interim Lead Counsel has requested DPP Settlement Class data from the Converter Defendants. Upon receipt of the DPP Settlement Class data, JND will promptly load the information into a secure, case-specific database for this matter. JND employs robust administrative, technical, and physical controls to protect confidential class member data and safeguard against the risk of loss, misuse, unauthorized access, disclosure, or modification of the data.

17. Once the data is loaded, JND will identify any undeliverable addresses or duplicate records from the data and assign a unique identification number to each DPP Settlement Class Member for tracking throughout the settlement administration process.

18. JND will mail the Long Form Notice to all DPP Settlement Class Members for whom a valid postal address is provided.

19. Prior to mailing notice, JND staff will perform advanced address research using the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database to update addresses.² JND will track all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a forwarding address.

20. Provided that Converter Defendants provide the requested DPP Settlement Class data, JND estimates that the direct notice effort will reach the vast majority of the DPP Settlement Class.

² The NCOA database is the official USPS technology product which makes changes of address information available to mailers to help reduce undeliverable mail pieces before mail enters the mail stream.

DIGITAL NOTICE

21. In addition, JND proposes a targeted digital effort that will serve 4.3 million digital impressions³ over four weeks through the leading digital network (Google Display Network - “GDN”) and the top business social platform (LinkedIn), as well as a notice placement in a well-respected industry eNewsletter (*Plastic News* Daily Report).

22. The GDN effort will specifically target: (1) sites/articles/pages covering topics such as HVAC & Climate Control Plumbing, Water Filters & Purifiers, Industrial Handling & Processing Equipment, Fluid Handling, Plumbing Fixtures & Equipment, Construction & Maintenance; (2) audiences in-market for PVC, Pipe Materials, PVC Pipe & Fittings; or (3) users with an affinity for Plastic Tubing.

23. The LinkedIn activity will reach users: (1) employed at company/industries including Specialty Trade Contractors, Building Construction, Civil Engineering, Wholesale Hardware/Plumbing/Heating Equipment, or Utility System Construction; (2) within member groups such as Pipes & Fittings Manufactures, Plastic Granules or Pipes (Hdpe, PVC, PP, LIDPE, ABS, PC); or (3) with skills such as Plumbing, PVC, Mechanical/Electrical/Plumbing (MEP).

24. *Plastic News* covers commercial, financial, legislative and market-related developments that affect plastic product manufacturers and their suppliers and customers. The notice placement in the *Plastic News* Daily Report eNewsletter will reach approximately 19,795 subscribers.

25. The digital activity will be served across all devices, with an emphasis on mobile. The Summary Notices that will be placed with the digital platforms are attached as **Exhibit C**. They will include an embedded link to the settlement website, where DPP Settlement Class Members can receive more information about the proposed Settlement.

³ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

SETTLEMENT WEBSITE

26. JND will develop and deploy an informational, interactive case-specific settlement website where DPP Settlement Class Members may obtain more information about the proposed Settlement. The settlement website will have an easy-to-navigate design that will be formatted to emphasize important information and deadlines and will provide links to important case documents, including the Long Form Notice. The website address will be prominently displayed in all printed notice documents and accessible through the digital notices.

27. The settlement website will also be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

TOLL-FREE NUMBER AND POST OFFICE BOX

28. JND will create and maintain an automated toll-free telephone line that DPP Settlement Class Members may call for information related to the proposed Settlement.

29. JND will also create and maintain a dedicated post office box for this matter where DPP Settlement Class Members may send exclusion requests and other correspondence.

NOTICE DESIGN AND CONTENT

30. I have reviewed and provided input to the Parties on the form and content of the notice documents, subject to any Court-ordered revisions and any necessary formatting changes needed for publication. All notice documents are written in plain language and are consistent with documents other courts have determined comply with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States Constitution, and any other applicable statute, law or rule. Based on my experience designing class notice programs, in my opinion, the notice documents comply with these requirements, as well as the FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*.

31. The notice documents contain plain and easy-to-read summaries of the proposed Settlement and the options available to DPP Settlement Class Members. Additionally, the notice documents provide instructions on how to obtain more information about the proposed Settlement.

REACH

32. It is our understanding that contact information will likely be available for the vast majority of DPP Settlement Class Members. The digital effort will extend reach further. As a result, the anticipated reach is expected to meet that of other court approved programs and the 70% or above reach standard set forth by the FJC.⁴

CONCLUSION

33. In my opinion, the Notice Plan described above provides the best notice practicable under the circumstances and is consistent with the requirements of Rule 23 and other similar court-approved notice programs. The Notice Plan is designed to provide DPP Settlement Class Members with the opportunity to review the notice and easily take next steps to learn more about the proposed Settlement.

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

Executed this 6th day of June 2025, in Stone Harbor, NJ



Gina Intrepido-Bowden

⁴ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: "...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%."

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

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

- *Brach Family Found. v. AXA Equitable Life Ins. Co.*, a \$307.5 million COI settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement providing notice to class members via an extensive direct notice effort supplemented by a media campaign consisting of print, television, radio, internet, and more
- *In re Packaged Seafood Products Antitrust Litigation*, the \$152.2 million end purchaser settlements, involving two robust media programs, as well as the direct purchaser settlements, involving two extensive direct notice efforts
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Senne v. Office of the Comm'r of Baseball*, a \$185 million settlement providing compensation to nearly 25,000 minor league baseball players
- *The National Association of Realtors Settlements*, involving multiple antitrust settlements with various realtors totaling over \$1 billion thus far
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination, as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.

II.

JUDICIAL RECOGNITION

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

1. Honorable Terrence G. Berg

Chapman v Gen. Motors, LLC, (July 16, 2024)

No. 19-CV-12333-TGB-DRG (E.D. Mich.):

The Court has reviewed the plan for distributing Notice to the Settlement Class and finds that Settlement Class Members will receive the best notice practicable under the circumstances...The Court appoints JND Legal Administration as the Settlement Administrator.

2. Honorable Joseph H. Rodriguez

Cohen v. Subaru Corp., (July 11, 2024)

No. 20-cv-8442-JHR-AMD (D.N.J.):

The Court appoints JND Legal Administration as the Settlement Administrator ("Settlement Administrator")...The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process.

3. Judge Stephen R. Bough

Burnett v. Nat'l Assoc. of Realtors, (November 27, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator...As directed by the Court, JND implemented the Class Notice Plan. Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication. As stated in that declaration, nearly 40 million direct notices were mailed or emailed to the Class. JND's digital notice effort delivered more than 300 million impressions. More than 500 news stories addressed the litigation and settlement, including full articles in outlets such as the ABC News, CBS News, NBC News, and the New York Times. The Court finds that the direct notice program was adequate and reached more than 99% of identified Settlement Class members.

4. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (November 22, 2024)
No. 15-md-02670 (S.D. Cal.):

The EPPs again retained JND, an experienced and well-respected claims administrator. The Court previously approved JND as Claims Administrator for the COSI Settlement and to disseminate the Class Notice...The Settlement Notice Plan, approved by the Court's Preliminary Approval Order, was robust and provided the Settlement Class Notice (in various forms) to Settlement Class Members...The digital and print efforts alone reached more than 70% of potential Settlement Class Members and further extended by Mail Notice.

5. Judge Stephen R. Bough

Gibson v. The Nat'l Assoc. of Realtors, (November 4, 2024)
No. 23-cv-00788-SRB (W.D. Miss.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator. As directed by the Court, JND implemented the Class Notice Plan. Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...the direct notice program was extremely successful and reached more than 97% of identified Settlement Class members. Nearly 40 million direct notices were mailed or emailed to the Class. JND's digital effort alone delivered more than 300 million impressions, and its press release was picked up at least 495 times with a potential audience of 113 million. In addition to the formal class notice process, and beyond the paid press release, more than 470 news stories addressed the litigation and settlement, including full articles in outlets such as the New York Times, USA Today, and CNN...Based on the record, the Court finds that the notice given to the Settlement Class 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 Settlement Class was adequate and reasonable.

6. Honorable Philip S. Gutierrez

Grey Fox, LLC v. Plains All Am. Pipeline, L.P., (September 17, 2024)
No. 16-cv-03157-PSG-JEM (C.D. Cal.):

The Court finds that the Notice set forth in Article XI of the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements

of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

7. Honorable Joanna Seybert

Natale v. 9199-4467 Quebec Inc., (May 14, 2024)

21-cv-6775-JS-SIL (E.D.N.Y.):

The Court further finds that the method of dissemination of notice to the Settlement Class...satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances...The Court appoints JND Legal Administration as the Settlement Administrator.

8. Honorable Philip S. Gutierrez

Grey Fox, LLC v. Plains All Am. Pipeline, L.P., (May 1, 2024)

No. 16-cv-03157-PSG-JEM (C.D. Cal.):

The Court appoints JND Legal Administration as Settlement Administrator and directs it to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement Section VI (B) and herein...The Court approves, as to form and content, the class notices attached as Exhibits C, D, and E to the Agreement and Exhibits B, C, and D to the Declaration of Gina Intrepido-Bowden In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Intrepido-Bowden Declaration").

9. Honorable Daniel J. Calabretta

Weiner v. Ocwen Fin. Corp., (March 28, 2024)

No. 14-cv-02597-DJC-DB (E.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator...the Court finds that the proposed Notice program meets the requirements of due process under the U.S. Constitution and Rule 23; and that such Notice program, which includes direct notice to Settlement Class Members via e-mail and/or mail to the extent practicable, the establishment of a settlement website, the establishment of a toll-free telephone helpline, and the notice provided via internet search platforms and other online advertisements, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. Judge Barbara J. Rothstein

Moore v Robinhood Fin. LLC, (February 13, 2024)

No. 21-cv-01571-BJR (W.D. Wash.):

The Court appoints JND Legal Administration as the Settlement Administrator...The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ.

P. 23 and due process, constitutes the best notice practicable under the circumstances, including its use of individual notice to all Settlement Class Members who can be identified with the available data and reasonable effort, and shall constitute due and sufficient notice to all persons entitled thereto.

11. Honorable Jon S. Tigar

Aberin v. Am. Honda Motor Co., Inc., (February 1, 2024)

No. 16-cv-04384-JST (N.D. Cal.):

The proposed Class Notice Program consists of (a) a mailed notice (“Class Notice,” attached as Exhibit 1 to Plaintiffs’ Preliminary Approval Motion), sent to the last known address of Settlement Class Members; (b) email follow-ups to each Settlement Class Member for whom email addresses are known; (c) a social-media component; (d) targeted notice based on search terms used by persons on Google; and (e) a website publication of the Settlement Agreement and Class Notice and other case-related documents at a public website with a domain name related to the action. With respect to such Class Notice Program, the Court finds that such Class Notice is fair and adequate. The Court further reaffirms its findings in support of the appointment of JND Legal Administration as Notice Administrator, ECF No. 326, and now appoints JND Legal Administration to serve as Settlement Notice Administrator.

12. Judge Stephen R. Bough

Burnett v. Nat’l Assoc. of Realtors, (May 9, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration (“JND”) as the Settlement Administrator. As directed by the Court, JND implemented the parties’ Class Notice Plan...Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...The media effort alone reached at least 71 percent of the Settlement Class members....Based on the record, the Court finds that the notice given to the Settlement Class 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 Settlement Class was adequate and reasonable.

13. Judge Cormac J. Carney

Doe v. MindGeek USA Incorp., (January 26, 2024)

No. 21-cv-00338 (C.D. Cal.):

...the Court finds that the notice and plan satisfy the statutory and constitutional requirements because, given the nature and complexity of this case, “a multi-faceted notice plan is the best notice that is practicable under the circumstances.”

14. Honorable Jesse M. Furman

City of Philadelphia v. Bank of Am. Corp., (October 12, 2023)
No. 19-CV-1608 (JMF) (S.D.N.Y.):

The Court approves the form and contents of the Short-Form and Long-Form Notices (collectively, the “Notices”) attached as exhibits to the Intrepido-Bowden Declaration... In addition to directly mailing notice, JND will run digital ads targeting a custom audience using the Google Display Network (GDN) and LinkedIn in an effort to target likely Class Members...JND will cause the publication notice, attached as Exhibit F to the Intrepido-Bowden Declaration to be published in the Wall Street Journal and Investor’s Business Daily. JND will also cause an informational press release, attached as Exhibit G to the Intrepido-Bowden Declaration, to be distributed to approximately 11,000 media outlets nationwide.

15. Honorable David O. Carter

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)
No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

16. Chief Judge Stephanie M. Rose

PHT Holding II LLC v. N. Am. Co. for Life and Health Ins., (August 25, 2023)
No. 18-CV-00368 (S.D. Iowa):

The Court appoints JND Legal Administration LLC (“JND”) as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B and C to the Declaration of Gina M. Intrepido-Bowden (“Intrepido-Bowden Declaration”), and through the notice program described in described in Section 4 of the Agreement and Paragraphs 15–20 and 31–37 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

17. Judge Mary Kay Vyskocil

Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co., (August 9, 2023)
No. 18-cv-03444 (MKV) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Paragraph 63 of the Agreement and Paragraphs 7-11 and 24-31 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances, as well as valid, due, and sufficient notice to the Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

18. Honorable Terrence G. Berg

Chapman v. Gen. Motors, LLC, (June 29, 2023)
No. 19-CV-12333-TGB-DRG (E.D. Mich.):

Pursuant to Federal Rules of Civil Procedure 23(c)(2)(B), the Court finds that the content, format, and method of disseminating Class Notice set forth in the Intrepido-Bowden Declaration, including the form and content of the proposed forms of Class Notice attached as Exhibits B (Short Form Notice), C (digital advertisements), and D (Long Form Notice) to the Intrepido-Bowden Declaration, is the best notice practicable under the circumstances and satisfies all legal requirements, including Federal Rule of Civil Procedure 23(c)(2)(B) and the Due Process Clause.

19. Honorable Jesse M. Furman

Brach Family Found. v. AXA Equitable Life Ins. Co., (June 22, 2023)
No. 16-cv-00740 (JMF) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B-D to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 5 of the Agreement and Paragraphs 18-23 and 34-40 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Classes and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

20. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan ("Intrepido-Bowden Declaration").

21. Honorable Virginia M. Kendall

In re Local TV Advert. Antitrust Litig., (June 14, 2023)

MDL No. 2867 (N.D. Ill.):

JND Legal Administration is hereby appointed as the Settlement Administrator with respect to the CBS, Fox, Cox Entities, and ShareBuilders Settlements. The Court approves the proposed Notice Program, including the, Email Notice, Postcard Notice, Print Notice, Digital Notice, Long Form Notice and the Claim Form, attached to the Declaration of Gina M. Intrepido-Bowden as Exhibits B to G.

22. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC ("JND") a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

23. Honorable Dana M. Sabraw

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

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

An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND's extensive experience in processing claims especially

for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

24. Judge Fernando M. Olguin

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

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

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

25. Judge Cormac J. Carney

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

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

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

26. Judge David J. Novak

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

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

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

27. Judge Cecilia M. Altonaga

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

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

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the "Press Release"), attached as Exhibit C to that

Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

28. Judge William M. Conley

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

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

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

29. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)

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

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

30. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022)

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

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

31. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)

No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class

members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

32. Honorable Nelson S. Roman

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

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

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

33. Honorable Nathanael M. Cousins

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

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

The Court hereby appoints JND Legal Administration as Settlement Administrator...The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

34. Judge Vernon S. Broderick, Jr.

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

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

35. Honorable R. Gary Klausner

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

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

36. Judge Vernon S. Broderick, Jr.

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

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

37. Judge R. David Proctor

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

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was

designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

38. Honorable Louis L. Stanton

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

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

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

39. Honorable Jesse M. Furman

In re Gen. Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

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

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

40. Honorable Stephen V. Wilson

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

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

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

41. Judge J. Walton McLeod

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

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

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

42. Judge Kathleen M. Daily

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

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

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

43. Judge John Bailey

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

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

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

44. Honorable Ann I. Jones

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

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

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

45. Honorable James Ashford

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

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

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

46. Judge Cecilia M. Altonaga

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

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

The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

47. Judge Manish S. Shah

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

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

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

48. Judge Joan A. Leonard

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

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

... the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in Better Homes and Gardens, National Geographic, and People magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided

Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

49. Judge Marco A. Hernandez

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

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

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, inter alia, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

50. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

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

51. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

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

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

52. Judge Mary M. Rowland

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

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

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice,

constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

53. Honorable Manish S. Shah

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

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

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

54. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)

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

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

55. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)

No. 14-cv-00254 (Ore. Dist. Ct.):

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

56. Judge Joan A. Leonard

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

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

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

57. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)

No. 06-cv-07023 (N.D. Ill.):

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

58. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)

No. 12-md-2343 (E.D. Tenn.):

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

59. Honorable Mitchell D. Dembin

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

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

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

60. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Gordon Settlement), (August 4, 2015)
No. 09-CV-00852 (E.D. Wis.):**

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

61. Honorable Sara I. Ellis

**Thomas v. Lennox Indus. Inc., (July 9, 2015)
No. 13-CV-07747 (N.D. Ill.):**

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

62. Honorable José L. Linares

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

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

63. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

64. Honorable José L. Linares

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

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

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

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

65. Honorable Christina A. Snyder

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

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

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

66. Judge Gregory A. Presnell

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

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

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

67. Honorable William E. Smith

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

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

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

68. Judge Gregory A. Presnell

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

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

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

69. Judge Marilyn L. Huff

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

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

The Notice Plan has now been implemented in accordance with the Court’s Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement

Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

70. Judge Tom A. Lucas

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

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

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

71. Judge Marilyn L. Huff

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

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

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

72. Honorable Michael M. Anello

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

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

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and

publication—reasonably ensured the widest possible dissemination of the notice...The Court **OVERRULES** all objections to the class settlement...

73. Judge Ann D. Montgomery

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

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

74. Judge Ann D. Montgomery

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

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

75. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)
No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class...The Notice

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

76. Judge Charles E. Atwell

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

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

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

77. Judge Jeremy Fogel

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

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

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

78. Judge M. Joseph Tiemann

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

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

The plan to disseminate notice for the Insurance Settlements (the "Insurance Settlements Notice Plan") which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The

Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

79. Judge James Robertson

In re U.S. Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)
MDL No. 1796 (D.D.C.):

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

80. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)
No. CI-00-04255 (C.P. Pa.):

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

81. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)
MDL No. 1350 (N.D. Ill.):

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

82. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)
MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The

Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

83. Judge David De Alba

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

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

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

III.

SPEAKING ENGAGEMENTS

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

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

IV.

ARTICLES

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

V.

CASE EXPERIENCE

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

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Aberin v. Am. Honda Motor Co., Inc.</i>	16-cv-04384-JST	N.D. Cal.
<i>Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brach Family Found. v. AXA Equitable Life Ins. Co.</i>	16-cv-00740 (JMF)	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Cohen v. Subaru Corp.</i>	20-cv-8442-JHR-AMD	D.N.J.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Doe v. MasterCorp, Inc.</i>	24-cv-678	E.D. Va.
<i>Doe v. MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>Express Freight Int'l v Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.

CASE NAME	CASE NUMBER	LOCATION
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gagnon v. Gen. Motors of Canada Co. and Gen. Motors LLC</i>	500-06-000687-141 and 500-06-000729-158	Quebec Super. Ct.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.
<i>Gibson v. Nat'l Assoc. of Realtors</i>	23-cv-00788-SRB	W.D. Mo.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Grey Fox, LLC v. Plains All Am. Pipeline, L.P.</i>	16-cv-03157-PSG-JEM	C.D. Cal.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re Gen. Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.

CASE NAME	CASE NUMBER	LOCATION
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Moehrl v. Nat'l Assoc. of Realtors</i>	19-cv-01610-ARW	N.D. Ill.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Moore v Robinhood Fin. LLC</i>	21-cv-01571-BJR	W. D. Wash.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.

CASE NAME	CASE NUMBER	LOCATION
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Natale v. 9199-4467 Quebec Inc., d/b/a Earth Rated</i>	21-cv-6775-JS-SIL	E.D.N.Y.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v. Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Oberski v. Gen. Motors LLC and Gen. Motors of Canada Ltd.</i>	CV-14-502023-00CP	Ont. Super. Ct.
<i>Ocana v. Renew Fin. Holdings, Inc.</i>	BC701809	Cal. Super. Ct.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v. Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Silverstein v. Genworth Life Ins. Co.</i>	23-cv-684	E.D. Va.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D.N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-DJC-DB	E.D. Cal.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

- EXHIBIT B -

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

If you purchased PVC Pipe in the United States between April 1, 2021, and May 16, 2025, directly from any of the following companies, you may be affected by a class action settlement:

- Atkore, Inc.
- Cantex Inc.
- Diamond Plastics Corporation
- Prime Conduit, Inc.
- Sanderson Pipe Corporation
- Southern Pipe, Inc.
- Ipex USA, LLC
- J-M Manufacturing Company, Inc. d/b/a JM Eagle
- National Pipe & Plastics, Inc.
- PipeLife Jet Stream, Inc.
- Otter Tail Corporation
- Northern Pipe Products, Inc.
- Vinyltech Corporation
- Westlake Corporation
- Westlake Pipe & Fittings Corporation d/b/a North America PVC Pipe Corporation

A federal court authorized this Notice. This is not a solicitation from a lawyer or a claims filing service.

- You may be affected by a proposed Settlement in a class action lawsuit called *In re PVC Pipe Antitrust Litigation*, Case No. 1:24cv-07639, pending in the United States District Court for the Northern District of Illinois. The proposed Settlement is a **partial** Settlement because it includes only one defendant, Oil Price Information Service, LLC (OPIS). The lawsuit is continuing against 15 defendants who have **not** settled, referred to as the Converter Defendants.
- Under the proposed Settlement, OPIS agreed to pay \$3,000,000 to create a Settlement Fund for the benefit of Class Members, in exchange for a release of all claims against OPIS in this lawsuit. OPIS has also agreed to provide cooperation in the continuing lawsuit against the Converter Defendants. The release to OPIS does not include a release of any of the Converter Defendants. The lawsuit is continuing against them.
- The Converter Defendants include the following manufacturers of PVC Pipe: Atkore, Inc., Cantex Inc., Diamond Plastics Corporation, Prime Conduit, Inc., Sanderson Pipe Corporation, Southern Pipe, Inc., IPEX USA, LLC, J-M Manufacturing Company, Inc. d/b/a JM Eagle, National Pipe & Plastics, Inc., PipeLife Jet Stream, Inc., Otter Tail Corporation, Northern Pipe Products, Inc., Vinyltech Corporation, Westlake Corporation and Westlake Pipe & Fittings Corporation d/b/a North America PVC Pipe Corporation.
- “PVC Pipe” refers to polyvinyl chloride pipe, including all PVC pipe and piping products used in plumbing, electrical conduit, and municipal piping systems that are manufactured by combining chlorine and ethylene.
- Payments to eligible Class Members will **not** be distributed at this time. Instead, payments will be combined with any future settlements or recoveries in the continuing lawsuit against the Converter Defendants. Please visit www.x.com for updates.

Questions? Visit www.xxxx.com or call toll-free [1-800-XXX-XXXX](tel:1-800-XXX-XXXX)

- The proposed Settlement relates to a class action lawsuit brought on behalf of **direct** purchasers of PVC Pipe (“Plaintiffs”). This includes all persons or entities that purchased PVC Pipe directly from one or more of the named Converter Defendants. There is also a lawsuit pending in the same Court on behalf of *indirect* purchasers and a separate settlement of those claims. This proposed Settlement applies only to **direct** purchases of PVC Pipe from the Converter Defendants and does **not** apply to *indirect* purchases of PVC Pipe.
- Plaintiffs allege that between April 1, 2021, and May 16, 2025, Defendants engaged in a conspiracy to inflate prices of PVC Pipe in the United States, that Defendants broke the law and as a result Class Members paid more for PVC Pipe than they otherwise would have. The Court has not decided who is right.
- If the Court approves the Settlement, it will resolve claims against OPIS only.
- **Your legal rights will be affected whether or not you act.**
- Your rights and options – **and the deadlines to exercise them** – are explained in this Notice, along with information about the lawsuit and proposed Settlement. Please read the entire Notice carefully.

Your Legal Rights and Options		
DO NOTHING	<ul style="list-style-type: none"> • Stay in the Settlement Class • If the Court approves the proposed Settlement, you may be eligible for a payment in the future. The Settlement Fund will be combined with future settlements or recoveries in the continuing lawsuit against the Converter Defendants and paid to Class Members at a later time • Give up your right to separately sue or continue to sue OPIS for the claims in this case (See Question x) 	None
GO TO THE COURT’S HEARING	<ul style="list-style-type: none"> • Ask the Court for permission to speak about the fairness of the proposed Settlement (See Question x) 	Month x, 2025
OBJECT TO THE SETTLEMENT	<ul style="list-style-type: none"> • Stay in the Settlement Class, but write to the Court about why you don’t like the proposed Settlement (See Question x) 	Postmarked by Month x, 2025
EXCLUDE YOURSELF (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the proposed Settlement • Receive no future payment from the proposed Settlement • Keep your right to separately sue or continue to sue OPIS for the claims in this case (See Question x) 	Postmarked by Month x, 2025

WHAT THIS NOTICE CONTAINS

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4. Why is this a class action?
5. Why is there a proposed Settlement with OPIS?

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BASIC INFORMATION

1. Why did I get this Notice?

You received this Notice because you or your company may have purchased PVC Pipe **directly** from one or more of the Converter Defendants between April 1, 2021, and May 16, 2025.

The Court has directed that this Notice be sent to you because, as a possible Class Member, you have the right to know about the proposed Settlement and your rights and options before the Court decides whether to approve the proposed Settlement.

This Notice explains the lawsuit, the proposed partial Settlement, and your legal rights.

U.S. District Judge the Honorable LaShonda A. Hunt of the U.S. District Court for the Northern District of Illinois in Chicago, Illinois, is the judge overseeing this class action. The case is called *In re PVC Pipe Antitrust Litigation*, Case No. 1:24cv-07639. The people who sued are called Plaintiff, and the companies they sued are called Defendants. The only Defendant that has agreed to the proposed Settlement is OPIS. The lawsuit is continuing against the Converter Defendants.

2. What is this lawsuit about?

The lawsuit alleges that Defendants conspired to fix, raise, maintain, and stabilize the price of PVC Pipe prices between April 1, 2021, and May 16, 2025, and that Class Members paid higher prices for PVC Pipe as a result. The Court has not decided who is right.

Plaintiffs have reached a proposed Settlement with OPIS only. While OPIS does not concede or admit liability for Plaintiffs' allegations, it has agreed to settle this action to avoid the uncertainties and risks of further litigation. The lawsuit is proceeding against the Converter Defendants.

3. Who are the Defendants?

OPIS and the Converter Defendants are collectively called Defendants. OPIS is the only Settling Defendant. The Converter Defendants are: Atkore, Inc., Cantex Inc., Diamond Plastics Corporation, Prime Conduit, Inc., Sanderson Pipe Corporation, Southern Pipe, Inc., IPEX USA, LLC, J-M Manufacturing Company, Inc. d/b/a JM Eagle, National Pipe & Plastics, Inc., PipeLife Jet Stream, Inc., Otter Tail Corporation, Northern Pipe Products, Inc., Vinyltech Corporation, Westlake Corporation and Westlake Pipe & Fittings Corporation d/b/a North America PVC Pipe Corporation.

4. Why is this a class action?

In a class action, one or more individuals or entities called class representative sue on behalf of others who have similar claims, all of whom together are a "class." Individual class members do not have to file a lawsuit to participate in the class action settlement. One court resolves the settlement-related issues for all class members, *except* for those who exclude themselves from the settlement.

5. Why is there a proposed Settlement with OPIS?

The Court did not decide in favor of Plaintiffs or OPIS. Instead, both sides agreed to the proposed Settlement to avoid the cost and risk of continued litigation and a trial. The proposed Settlement does not mean that any law was broken or that OPIS did anything wrong. Plaintiffs and their counsel believe the proposed Settlement is the best result for all Class Members. The lawsuit is continuing against the Converter Defendants.

THE SETTLEMENT CLASS

6. Am I part of the Settlement Class?

You are a Class Member if you or your company purchased PVC Pipes in the United States **directly** from one or more of the Converter Defendants (or from any of the Converter Defendants' parents, predecessors, subsidiaries or affiliates) at any time between April 1, 2021, and May 16, 2025.

Defendants, and their parents, predecessors, subsidiaries, and affiliates, and all federal government entities and instrumentalities of the federal government are excluded from the Settlement Class.

7. I bought PVC Pipe during the timeframe. Am I a Class Member?

Not necessarily. You are only a Class Member if you bought PVC Pipe during the time period **directly** from one of the Converter Defendants.

8. I'm still not sure if I am included.

If you are still not sure if you are a Class Member, please review the detailed case information at www.xxxxxxxxxxxxxxx.com. You may also call the Settlement Administrator at [1-xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx).

THE BENEFITS OF THE PROPOSED SETTLEMENT

9. What does the proposed Settlement provide?

Under the proposed Settlement, OPIS has agreed to pay **\$3,000,000** in cash (the "Settlement Fund"). The Settlement Fund will be distributed at a later time to eligible Class Members after deducting notice and administration costs (up to \$250,000), and attorneys' fees, expenses and service awards to Plaintiffs, if awarded by the Court.

OPIS will also provide extensive cooperation to Plaintiffs in the continuing lawsuit against the Converter Defendants. Details about the cooperation are in the Settlement Agreement available at www.xxxxxxxxxxxxxxx.com.

10. When will I get my payment?

Payments from the Settlement Fund will **not** be sent to Class Members at this time. But if you are a Settlement Class Member and you don't exclude yourself, you will be eligible to receive a payment at a later date. If you exclude yourself from the proposed Settlement, you will **not** be eligible to receive a payment from the proposed Settlement.

11. What am I giving up by staying in the proposed Settlement?

Unless you exclude yourself from the proposed Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against OPIS about the legal and factual issues in this case. All the Court's orders will apply to you and legally bind you. In other words, if you do nothing, you will **not** be able to sue OPIS in an antitrust lawsuit, because your claim in this case with OPIS will be "released."

The Settlement Agreement provides that OPIS will pay \$3,000,000 and cooperate in the continuing lawsuit against the Converter Defendants in exchange for a release of claims by Class Members against OPIS and its past and present parents, subsidiaries, divisions, affiliates, stockholders, and general or limited partners, as well as its past and present respective officers, directors, employees, trustees, insurers, agents, attorneys, and any other representatives (the “Releasees”). The Settlement Agreement, however, does not release any claims relating to or against the Converter Defendants.

Broadly speaking, the Settlement Agreement completely releases, acquits, and forever discharges OPIS and the other Releasees from any and all other claims arising at any time prior to May 16, 2025 that are related to the antitrust claims alleged in *In re PVC Pipe Antitrust Litigation*.

The Settlement Agreement is available at www.xxxxx.com. It fully describes the legal claims that you give up if you do nothing and stay in the Settlement Class.

EXCLUDING YOURSELF FROM THE PROPOSED SETTLEMENT

If you want to keep the right to sue OPIS on your own about the legal issues being resolved in this case, then you **must** take steps to exclude yourself from, or “opt out” of, the proposed Settlement. If you opt out and the Court approves the proposed Settlement, you will **not** receive a payment.

12. How do I get out of the proposed Settlement?

To exclude yourself from or “opt out” of the proposed Settlement, you **must** mail a letter with the following information:

- A statement indicating that you want to be excluded from the proposed Settlement in *In re PVC Pipe Antitrust Litigation*, Case No. 1:24cv-07639; and
- The name (including any formerly known names, doing business as names, etc.), address, telephone number, and signature of the person or entity seeking exclusion.

Exclusion requests can only be made by an individual or individual entity on behalf of themselves (and subsidiaries) and personally signed by each individual person or entity requesting exclusion.

Your exclusion letter must be postmarked by **Month x, 2025** and mailed to:

PVC Pipe Direct Purchaser Settlement – EXCLUSIONS
c/o JND Legal Administration
PO Box **xxxx**
Seattle, WA 98111

If you ask to be excluded from the proposed Settlement, you will not get any future payment from the proposed Settlement, and you cannot object to the proposed Settlement.

If you do not request to be excluded from the proposed Settlement and the proposed Settlement is approved by the Court, you may be entitled to a future payment from the Settlement Fund. If you have a pending lawsuit against OPIS involving the same legal issues in this case, speak to your lawyer in that case immediately. You must exclude yourself from the proposed Settlement in order to bring your own antitrust lawsuit against OPIS.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself from, or “opt out” of, the proposed Settlement, you will **not** be able to get money from the proposed Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court has appointed the law firm of Kaplan Fox & Kilsheimer LLP (“Interim Lead Counsel”) to represent the Settlement Class on an interim basis and for purposes of the proposed Settlement. If you want your own lawyer to represent you and appear in Court for you concerning the proposed Settlement, you may hire one at your own expense. If you wish to exclude yourself from the proposed Settlement and pursue your own lawsuit against OPIS, you may need to hire your own lawyer.

15. How will the lawyers be paid?

You are not personally responsible for any payment of attorneys’ fees or for reimbursement of expenses incurred or paid by Interim Lead Counsel. Interim Lead Counsel is not asking at this time to be paid from the Settlement Fund. At a later date, likely in conjunction with other possible settlements, Interim Lead Counsel will ask the Court to approve a payment from the Settlement Fund for fees, reimbursement of expenses and a service award for the named Plaintiff. You will be provided notice of such request and given an opportunity to object to such request.

OBJECTING TO THE PROPOSED SETTLEMENT

16. How do I tell the Court that I don’t like the proposed Settlement?

If you stay in the Settlement Class, you can object to the proposed Settlement if you do not like any part of it. The Court will consider your views, but the proposed Settlement may still be approved in spite of your objection.

To object, you **must** mail a letter that includes the following:

- A statement indicating that you object to the proposed Settlement in *In re PVC Pipe Antitrust Litigation*, Case No. 1:24cv-07639;
- The name (including any formerly known names, doing business as names, etc.), address, telephone number, and signature of the person filing the objection (or their counsel’s signature);
- The reasons you object, and any legal authority;
- The names of the attorneys that represent you, if any;
- Proof of your membership in the Settlement Class, such as invoice showing that you purchased PVC Pipe directly from one or more Converter Defendants between April 1, 2021, and May 16, 2025, or otherwise satisfy the definition in answer to **Question x**; and
- A statement of whether you or your counsel intend to appear at the Fairness Hearing, and the identity of any witness that you will call to testify in support of your objection.

You **must** mail your objection postmarked by **Month x, 2025**, to:

The Court:	Interim Lead Counsel:	OPIS Counsel:
Clerk of Court United States District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Robert N. Kaplan KAPLAN FOX & KILSHEIMER LLP 800 Third Avenue, 38th Floor New York, New York 10022	Brian O'Bleness DENTONS US LLP 1900 K. Street NW Washington, D.C. 20006 Natalie J. Spears DENTONS US LLP 233 South Wacker Drive, Suite 5900 Chicago, Illinois 60606

17. What's the difference between objecting and excluding?

“Objecting” is simply telling the Court that you do not like something about the proposed Settlement. You can object only if you don’t exclude yourself from the Settlement Class. “Excluding” yourself means that you are removing yourself from the Settlement Class and you will **not** receive a future payment from the Settlement Fund. If you exclude yourself from or “opt out” of the Settlement Class, you have no right to object to the proposed Settlement because it no longer affects you.

THE COURT’S FAIRNESS HEARING

The Court will hold a fairness hearing to decide whether to approve the proposed Settlement. You may, but need not, attend the hearing. If you do attend the hearing, you may ask the Court’s permission to speak (**see Question x**), but you do not have to participate.

18. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Fairness Hearing at x:xx x.m. CT on **Month x, 2025**, at the United States District Court for the Northern District of Illinois, **Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, Courtroom #x**. The hearing may be moved to a different date or time without additional notice, so check **www.xxxx.com** before making travel plans. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court will listen to Class Members who have asked to speak at the hearing. If there are objections or comments, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the proposed Settlement. We do not know how long the Court will take to decide.

19. Do I have to come to the hearing?

No. Interim Lead Counsel will answer any questions the Court may have. However, you are welcome to come at your own expense. If you send an objection to the proposed Settlement, you do not have to come to the Fairness Hearing to explain it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend and speak (or not) at the hearing on your behalf, but it is not required.

20. May I speak at the hearing?

Yes. If you did not exclude yourself from the Settlement Class, you may ask the Court for permission for you or your own attorney to speak at the Fairness Hearing, at your own expense. To do so, you must send a letter stating the following:

- “Notice of Intention to Appear *In re PVC Pipe Antitrust Litigation*, Case No. 1:24cv-07639;”
- The position you will take at the hearing and the reasons for your position;
- Your name, address, telephone number, and your signature; and
- Proof of your membership in the Settlement Class, such as invoices showing that you directly purchased PVC Pipe from one or more Converter Defendants between April 1, 2021, and May 16, 2025, or proof that otherwise satisfies the definition in Question x.

Your Notice of Intention to Appear must be postmarked by **Month x, 2025**, and mailed to:

The Court:	Interim Lead Counsel:	OPIS Counsel:
Clerk of Court United States District Court for the Northern District of Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	Robert N. Kaplan KAPLAN FOX & KILSHEIMER LLP 800 Third Avenue, 38th Floor New York, New York 10022	Brian O’Bleness DENTONS US LLP 1900 K. Street NW Washington, D.C. 20006 Natalie J. Spears DENTONS US LLP 233 South Wacker Drive, Suite 5900 Chicago, Illinois 60606

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will remain a Settlement Class Member and be eligible to get a future payment from the proposed Settlement (if approved by the Court), as well as payments from future settlements or recoveries in the continuing lawsuit against Converter Defendants.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. For more detailed information, visit **www.xxxx.com** or call **1-xxx-xxx-xxxx**.

DATED: **Month x, 2025**

The Honorable LaShonda A. Hunt

- EXHIBIT C -

Summary Notices for Digital Campaign

1

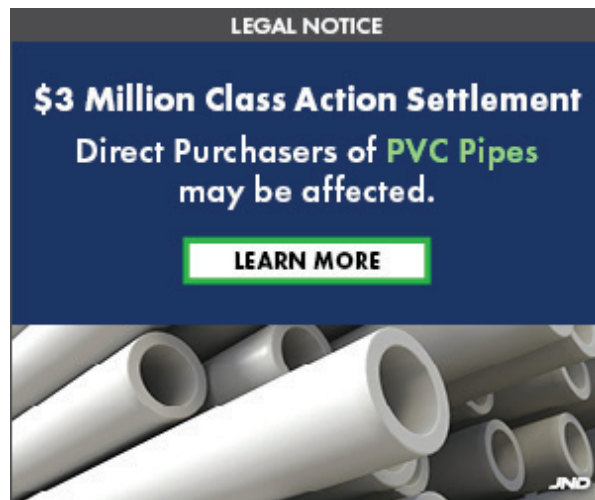
Banner Ad - 728 x 90



Banner Ad - 300 x 600



Banner Ad - 300 x 250




Banner Ad - 320 x 50



Summary Notices for Digital Campaign

2

LinkedIn Ad




Class Action Lawsuits
26 followers
Promoted

Did you purchase PVC Pipes directly from the manufacturer between April 1, 2021, and May 16, 2025?

\$3 Million Class Action Settlement
Direct Purchasers of **PVC Pipes**
may be affected.

LEARN MORE



Your rights and options may be affected by a class action settlement

jndla.com